


FILED-USBC, FLS-MIA
'24 OCT 25 AM 10:16

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

Case No.: 23-20131-CLC

Chapter: 13

Judge Corali Lopez-Castro

In re:

Mario Mirabal,

Debtor

Mario Mirabal,

Plaintiff,

v.

KP Investments Miami, LLC,

Defendant.

Adversary Proceeding

COMPLAINT TO DETERMINE VALIDITY OF CLAIM AND FOR DECLARATORY AND INJUNCTIVE RELIEF

COMES NOW, the Plaintiff, Mario Mirabal ("Plaintiff" or "Debtor"), by and through himself as a pro se litigant, and files this Complaint against KP Investments Miami, LLC ("Defendant"), and alleges as follows:

INTRODUCTION

This is an adversary proceeding under 11 U.S.C. SS 105, pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure, seeking to determine the validity and extent of Defendant's claim, address the misrepresentation, fraud, and misconduct associated with Defendant's actions, and to seek injunctive and declaratory relief to protect Debtor's rights in the context of his bankruptcy case.

JURISDICTION AND VENUE

This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334 and 11 U.S.C. § 362.

This is a core proceeding under 28 U.S.C. § 157(b)(2).

Venue is proper in this district pursuant to 28 U.S.C. § 1409(a) as this proceeding arises in and is related to the bankruptcy case

pending in this district.

PARTIES

Plaintiff: Mario Mirabal is the Debtor in the underlying bankruptcy case.

Defendant: KP Investments Miami, LLC is a Florida Limited Liability Company and is the party seeking to enforce a judgment against the Debtor through a state court action for specific performance.

FACTUAL ALLEGATIONS

On January 30, 2023, a judgment for specific performance was entered in favor of KP Investments Miami, LLC against Plaintiff in state court, requiring the sale of Plaintiff's property.

On August 28, 2024 The Plaintiff filed a Notice of Filing Supplemental Evidence with this court. (exhibit 1)

On October 7, 2024 Plaintiff filed a Motion for Relief from Judgment Pursuant to Florida Rule of Civil Procedure 1.540(b) (exhibit 2) in the state court, alleging extrinsic fraud, intrinsic fraud, misrepresentation, and newly discovered evidence. Entered into evidence with this court as an exhibit in a Motion To Stay Enforcement of Relief From Stay Pending Resolution of Motion from Relief Pursuant to Florida Rule of Civil Procedure 1.540(b)

The Motion for Relief from Judgment is based on evidence indicating that:

Carlos Perez, a representative of the Defendant, provided false

testimony in a deposition.

Misrepresentation of key facts by Defendant's counsel, including failure to disclose communications with the bank foreclosing on Plaintiff's property before the specific performance suit.

The suppression of critical information by both the Defendant and Plaintiff's prior counsel, which could have altered the outcome of the initial judgment.

The state court has yet to rule on the Plaintiff's 1.540(b) Motion.

The relief from stay granted by this bankruptcy court allows KP Investments Miami, LLC to pursue the enforcement of the state court judgment, creating a risk of irreparable harm to the Debtor.

CAUSES OF ACTION

COUNT I: DETERMINATION OF THE VALIDITY OF CLAIM (FRBP 7001(2))

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

The judgment for specific performance is based on misrepresentation and fraudulent actions by the Defendant, rendering the basis of their claim against the Debtor invalid.

Plaintiff seeks a determination by this Court that the claim asserted by Defendant should be deemed invalid based on the aforementioned misconduct and misrepresentation.

COUNT II: INJUNCTIVE RELIEF (FRBP 7001(7))

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

Plaintiff requests a temporary restraining order and/or preliminary injunction to prevent Defendant from taking any action to enforce the specific performance judgment while the 1.540(b) Motion is pending in state court.

If enforcement is not stayed, Plaintiff risks losing his home and suffering irreparable harm before the resolution of the state court motion.

COUNT III: DECLARATORY JUDGMENT (FRBP 7001(9))

Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

Plaintiff seeks a declaratory judgment that the actions of Defendant, including the misrepresentations and misconduct in obtaining the specific performance judgment, have rendered their claim invalid.

A declaratory judgment is necessary to clarify the rights and obligations of the parties and to prevent further harm to the Plaintiff.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant as follows:

Determining that Defendant's claim based on the specific

performance judgment is invalid and unenforceable.

Granting injunctive relief to stay any actions by Defendant to enforce the judgment pending resolution of the Plaintiff's Motion for Relief from Judgment in state court.

Issuing a declaratory judgment that Defendant's actions have invalidated their claim against Plaintiff.

Granting such other and further relief as the Court deems just and proper.

Dated: October 25, 2024

Respectfully submitted,

Mario Mirabal

563 W 49 St.

Miami Beach, FL 33140

solphax@gmail.com

Pro Se

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF FLORIDA

MIAMI DIVISION

CASE NO. 23-20131-BKC-CLC

CHAPTER 13

IN RE:

MARIO MIRABAL,

Debtor,

of
FILED-USBC, FLS-MIA
24 AUG 28 PM 1:09

NOTICE OF FILING OF SUPPLEMENTAL EVIDENCE

COMES NOW Debtor, Mario Mirabal and hereby gives notice of filing supplemental evidence kept from the court until now, showing that the Debtor met all the requirements of the contract.

All evidence included in this notice will be submitted to The Miami Beach Police Department's fraud and criminal investigations unit as part of a more comprehensive file of evidence accumulated by the Defendant and will thereafter be submitted to The Criminal Investigations Division of The State Attorney's Office and The FBI. The Defendant stands firm that he is the victim of a conspiracy perpetrated by Mr. Carlos M. Perez AKA KP Investments LLC with his associates Mr. Alfonso Ruiz Ovadia (the master mind) convicted drug dealer and ex enforcer for the Colombian Cartels using his wife Marion Ruiz as proxy for her licence as realtor and Mr. Keneth Damas to persuade counsel for the bank foreclosing on the Defendant. (no criminal charges will be brought on Mrs. Ruiz).

The Debtor went far beyond the requirements contested by the KP Investments LLC within the contract, specifically (but not limited to) the default and dispute resolution section of the contract, section 15 (b) sellers default that led to the suit for specific performance. Mr. Mirabal is not indebted in any way to KP Investments LLC, no money was held by the "debtor" no loss was incurred by KP Investments LLC, no deposit was held by Mr. Mirabal or his title company. KP Investments LLC is not by definition a creditor. They are simply criminals attempting to strong-arm Mr. Mirabal out of his homestead.

The Debtor went beyond making reasonable diligent effort. The evidence will show that the Debtor not only had to contend with defamation and lies orchestrated by counsel for KP Investments LLC and lies to the court by said counsel , but also omissions of fact by his own counsel The Tickin Law Group during the civil trial before The honorable Judge Miller, fearing malpractice. The Defendant requested his counsel disclose this fact to the court in his defence. It was not disclosed by The Tickin Law Group.

Group.

Exhibit 1: Defendants correspondence with his title company during the first contract. This contract broken by the Plaintiff, this goes to character as the Defendant did not opt to sue the Plaintiff for specific performance. Evidence will show that title work was ordered way before the second contract was signed, thus the claim that the Plaintiff made through counsel during this trial was false as the realtor and the Plaintiff were well aware that during the time of the first contract title work was ordered by the Defendant.

Exhibit 2: The first contract for sale and purchase between the Defendant and Plaintiff. The realtor Mrs Ruiz was aware the Defendants home was in foreclosure and negotiating a discounted payoff a year before the first contract was brought to the Defendant. Both Mr. Damas and Plaintiff Carlos Perez AKA KP Investments LLC were aware of this fact. Real estate agents are required to disclose such details.

Exhibit 3: Second round of communications between Defendant and title company. This Exhibit will show that within 5 days of the contract being executed on 01/05/2022 title work resumed. All Title work was finished, all that was needed was the payoff settlement from the bank. the realtor Mrs. Marion Ruiz was well aware of this.

Exhibit 4: Communication emails between the Defendant and his counsel. This will show the Defendant's many attempts to obtain an updated discounted payoff settlement, and establish communications with The Tickin Law Group. It will show that despite knowing that counsel Kendric Almaguer had left the firm the Defendant was never notified and they never responded to his emails or calls from the time the sales contract was signed for nearly two months. Communication was established on 02/24/2022, after the Defendant against all odds, attempted to contact the counsel for the bank, who then reached out to The Tickin Law Group on 02/23/2024 to let them know the Defendant had attempted to contact Brock & Scott by email.

Exhibit 5: Communication emails between the Defendant and Counsel for Plaintiff Keneth Damas. This exhibit will show that the Defendant attempted to meet with Keneth Damas to explain what was occurring. Keneth Damas refused to meet with the Defendant. This exhibit will show that, had Mr. Damas been interested in having a seamless negotiation, the suit would have never taken place. Mr. Damas greeted the Defendant in his front desk and when his receptionist told him the Defendants name Mr. Damas turned away and stated as he walked away that he was going to file suit.

Exhibit 6: Communication between The Tickin Law Group and counsels for the 1st and 2nd banks. This also will demonstrate how Keneth Damas who was aware that there were two separate loans to payoff lied to the court when he stated that there was only one loan. He was aware of this fact as he had conducted his own title search and did not mention that to the court but he did let it slip while he was taking the Defendants deposition, he also let it slip that he had been in contact with counsel for the 1st bank at Brock & Scott prior to filing suit. This may explain to the court why after issuing a payoff of 590k just months before, Brock & Scott went up to nearly 1.3 million on the 1st, then there was a 2nd loan to pay. When Your Honor asked Mr. Damas how much the payoff was? Mr. Damas lied and stated "I dont have the payoff in front of me but if my memory serves me correct, I'd say there is 300k or 400k left" interesting math from Mr. Damas as the first was nearly 1.3 million and the 2nd 300k plus by this time. How would that leave a 300k to 400k profit for the Defendant ?

Exhibit 7: Prior to the suit being filed, days after Mr. Damas refused to speak to the Defendant. The Defendant contracted additional counsel with the sole purpose of engaging Mr. Damas to assure him that the Defendant was trying to make the deal work. This Additional effort (at additional cost) on the part of the Defendant was meant to allow The Tickin Law Group to concentrate solely on getting a payoff from the 1st and 2nd since they had so royally botched the negotiations by not responding to the Defendant for nearly 2 months. Counsel Miguel Mirabal (no relation to the Defendant) a prior Judge warned the Defendant, that Mr. damas was known to have no ethics, but he tried to engage Mr. Damas and was turned down. It seems Mr. Damas his Client Carlos Perez AKA KP Investments LLC and Mr. Alfonso Ruiz (the master mind) whose wife (the realtor) was part of the Defendants counter suit but was dropped because Mr. Ruiz threatened the defendants life. They had other plans for The Defendant before the first contract was even offered.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on 9/20 . 2024 to all persons shown on the following service list.

RESPECTFULLY submitted by:

Mario Mirabal

563 w 49 st Miami Beach

Florida 33140

786-479-6596

Solphax@gmail.com

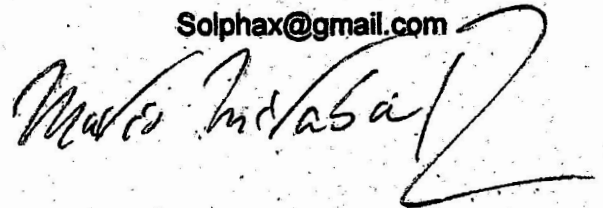
A handwritten signature in black ink, appearing to read "Mario Mirabal", followed by a large, stylized flourish or checkmark-like stroke.

EXHIBIT 1

Page 16 of 331
Exhibit I



mario mirabel <solphax@gmail.com>

Sale of the property

3 messages

Jeanette Hernandez-Suarez <jeanette@suarezlaw.com>

Thu, Dec 9, 2021 at 1:53 PM

To: "solphax@gmail.com" <solphax@gmail.com>

Cc: Assistant 2 <assistant2@jsuarezlaw.com>, "Jeanette Hernandez-Suarez, P.A" <hernandez205@yahoo.com>

Hi Mario,

Nice speaking to you. Send me a copy of the contract.

Best Regards,

Jeanette Hernandez-Suarez, Esquire

Attorney At Law

Florida Supreme Court Certified Family Law and Circuit Civil Mediator



JEANETTE HERNANDEZ-SUAREZ, P.A.
ATTORNEYS AT LAW

Jeanette Hernandez-Suarez, P.A.
11410 North Kendall Drive, Suite 205
Miami, Florida 33176

Tel. 305-596-1044

Fax: 305-596-0981

email: Jeanette@JSuarezLaw.com

Website: www.jsuarezlaw.com

Please consider the environment before printing this e-mail

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

mario mirabel <solphax@gmail.com>

Thu, Dec 9, 2021 at 5:40 PM

To: Jeanette Hernandez-Suarez <jeanette@jsuarezlaw.com>

hi, here is the contract .

mario

786.479.6596

[Quoted text hidden]

8/25/24, 1:00 AM

Executed Contract 12721.pdf
914K

EXhibit 1

mario mirabel <solphax@gmail.com>
To: Jeanette Hernandez-Suarez <jeanette@suarezlaw.com>

Mon, Dec 13, 2021 at 5:45 PM

Hi Jeanette,

The buyer is selling his house and acquiring mine has hit a snag with his buyer. So the deal is on hold for now until he closes.

Wanted to let you know so that you set it aside until it is ready.

Muchos saludos

Mario

7864796596

[Quoted text hidden]

2 attachments



JEANETTE HERNANDEZ-SUAREZ, P.A.
ATTORNEYS AT LAW

Outlook-1epohdu3.png
23K



JEANETTE HERNANDEZ-SUAREZ, P.A.
ATTORNEYS AT LAW

Outlook-1epohdu3.png
23K

EXHIBIT 2

EXHIBIT 2



"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** Mario Mirabal ("Seller"),
 2* and KP Investments Miami LLC ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 563 W 49 ST Miami Beach 33140
 8* (b) Located in: Dade County, Florida. Property Tax ID #: 02-3222-022-1000
 9* (c) Real Property: The legal description is

LAKE VIEW SUB PB 14-42 LOT 21 BLK 27 LOT SIZE 50.000 X 129 OR 16082-3221 1093 1 COC
 25351-3916 01 20

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 by other terms of this Contract.

(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
 keys, and storm shutters/storm protection items and hardware ("Personal Property").
 Other Personal Property items included in this purchase are: Washer and Dryer

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

(e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

12/07/21

CMP

MM

1,200,000.00
 1050000.00

2. PURCHASE PRICE (U.S. currency): \$ 1,200,000.00

(a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 100000.00

The initial deposit made payable and delivered to "Escrow Agent" named below

(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within (if left blank, by 12/14/21
 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
 SHALL BE DEEMED SELECTED.

Escrow Agent Name: Kenneth M. Damas, Esq

Address: 1000 Brickell Ave Miami FL 33131 Phone: 305-381-9999

Email: Ken@acdfirm.com Fax: 305-381-9898

(b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
 days after Effective Date \$ 0.00

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

(c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8..... 0.00

(d) Other: 0.00

(e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by transfer or other Collected funds (See STANDARD S) \$ 1,100,000.00
 950000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

(a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 12/10/2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 the counter-offer is delivered.

(b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

Buyer's Initials

CMP

Page 1 of 12

Seller's Initials

MM

EXHIBIT 2

Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

(a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

(b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

(a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

(b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

EXHIBIT 2

20. ADDITIONAL TERMS:

Keyes will collect a \$399 transaction brokerage fee from its Buyer(s) and/or Seller(s) as agreed to in the Keyes Buyer's Disclosure or Keyes listing agreement. Keyes holds all deposit in a Florida financial institution selected by it, and may receive a benefit as a result thereof.

KEYES DOES NOT USE EMAIL FOR THE DELIVERY OF WIRE TRANSFER INSTRUCTIONS. YOU MUST VERIFY ALL WIRE TRANSFER INSTRUCTIONS DIRECTLY WITH THE CLOSING AGENT INDEPENDENTLY OF ANY INFORMATION CONTAINED IN THE INSTRUCTIONS. KEYES ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY WIRE TRANSFER INSTRUCTIONS THAT YOU MAY RECEIVE IN CONJUNCTION WITH THIS TRANSACTION.

If Broker should become liable to Seller or Buyer by virtue of this Contract or the transactions contemplated by it whether, due to Broker's negligence, intentional conduct or otherwise, Broker's liability shall be limited to a sum not to exceed the greater of \$250 or the commission received by such Broker as a result of this transaction and this sum shall be complete and exclusive. Buyer, Seller, and Brokers agree that any controversy or claim arising out of or relating to this Contract, any transaction or brokerage services contemplated by it, and all State and Federal statutory and common law claims shall be settled by domestic arbitration, in accordance with the Revised Florida Arbitration Code, in the county in which the Property is located and the arbitrator shall be selected from the panel of neutral arbitrators of an arbitration or mediation organization that does business in such county and shall be approved by all parties. The parties may by agreement designate any person to act as neutral arbitrator. Each party shall bear its own costs and attorney fees. The arbitrator's fees shall be shared equally between the parties. If the listing and selling brokers are not the same, the listing broker may opt out of this provision by giving the parties written notice thereof within 15 days of the effective date of the Contract.

Seller will satisfy any liens, violations, open and/or expired permits prior to date of closing.

COUNTER-OFFER

☒ Seller counters Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

620*	Buyer: <u>Carlos M Perez</u>	Date: <u>12/07/2021</u>
621*	Buyer: <u>KP Investments Miami LLC</u>	Date: _____
622*	Seller: <u>Mario Mirabal</u>	Date: <u>12/07/21</u>
623*	Seller: <u>Mario Mirabal</u>	Date: _____

624	Buyer's address for purposes of notice	Seller's address for purposes of notice
625*	_____	_____
626*	_____	_____
627*	_____	_____

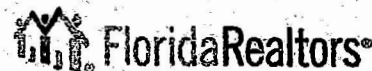
BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

634*	<u>Marion Morell-Ruiz 3096892</u>	<u>Marion Morell-Ruiz 3096892</u>
635	Cooperating Sales Associate, if any	Listing Sales Associate
636*	<u>Keyes - Miami Beach</u>	<u>Keyes - Miami Beach</u>
637	Cooperating Broker, if any	Listing Broker

Exh. B172

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If Initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Mario Mirabal (SELLER) and KP Investments Miami LLC (BUYER) concerning the Property described as 563 W 49 ST Miami Beach FL 33140

Buyer's Initials CMP

Seller's Initials MM

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

- (a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):
☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.
- (b) Records and reports available to the Seller (CHECK ONE BELOW):
☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____
☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.
- (e) Buyer has (CHECK ONE BELOW):
☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

- (f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Mario Mirabal 12/07/21
 SELLER Mario Mirabal Date

Carlos M Perez 12/07/2021
 BUYER KP Investments Miami LL Date

Marion Morell-Ruiz 12/07/2021
 Listing Licensee Date
 Marion Morell-Ruiz

Marion Morell-Ruiz 12/07/2021
 Selling Licensee Date
 Marion Morell-Ruiz

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

EXHIBIT 3

8/25/24, 1:45 AM

Case 23-20131-9000 Doc 89 Filed 08/28/24 Page 11 of 51

Gmail - Executed Contract Effective 1522.pdf

EXHIBIT 3



mario mirabel <solphax@gmail.com>

Executed Contract Effective 1522.pdf

1 message

mario mirabel <solphax@gmail.com>

Mon, Jan 10, 2022 at 10:54 AM

To: Jeanette Hernandez-Suarez <jeanette@jsuarezlaw.com>

Hi Jeanette,

Here is the new contract.

I will have a talk today with Kendrick the attorney representing me with the bank today at 4 pm. so we can get it all set up with payoff for both 1st and second.

Lets set up an appointment so we can go over everything.

Muchos saludos
Y felicidades 2022
Mario Mirabal
7864796596

 Executed Contract Effective 1522.pdf
789K

8/25/24, 2:09 AM

Case 23-201131-CLC

Doc 89 Filed 08/28/24 Page 25 of 161
RE: 563 W 49 Street - solphax@gmail.com - Gmail

EXHIBIT 3

Assistant 2 <assistant2@suarezlaw.com>

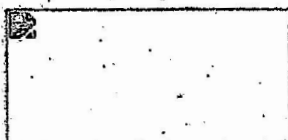
to me, Esq.

Feb 14, 2022, 9:48 AM

Good morning,

Hope this email finds you well. Attached please find a copy of the Title commitment & supporting doc's, Schedule B-I #5, #6, #7, #8, & #9.

7 Attachments • Scanned by Gmail



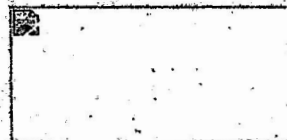
TC_02142022090...



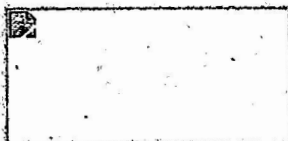
Mtg_02142022090...



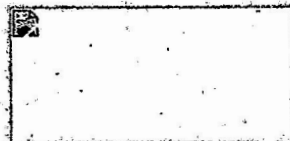
AOMtg_02142022...



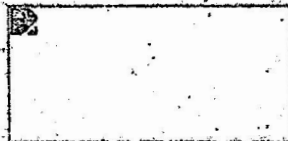
Mtg_02142022090...



Notice_02142022...



Warrant_0214202...



QCD_0214202209...

EFLI Bit 3

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT****Schedule A****Transaction Identification Data for reference only:**

Commitment Number: 1217407	Revision Number: None	Issuing Office File Number: 22-1324	Issuing Office: 2247401
Property Address: 563 West 49 Street Miami Beach, FL 33140	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Jeanette Hernandez-Suarez, P.A.

1. Commitment Date: January 18, 2022 at 11:00 PM
2. Policy to be Issued: **OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications)**
Proposed Insured: KP Investments Miami LLC, a Florida limited liability company
MORTGAGEE:
Proposed Insured:
MORTGAGEE:
Proposed Insured:
Proposed Policy Amount:
\$1,300,000.00
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
Mario Mirabal
5. The Land is described as follows:
Lot 21, Block 27, Lake View Subdivision, according to the plat thereof as recorded in Plat Book 14, Page 42, Public Records of Miami-Dade County, Florida.

Old Republic National Title Insurance Company
 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

AUTHORIZED SIGNATORY
Jeanette Hernandez-Suarez, P.A.
2247401

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I - Requirements, and Schedule B, Part II - Exceptions.

Exhibit 3

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT****Schedule B-I**

Issuing Office File Number: 22-1524

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Mario Mirabal, joined by spouse, if married, or nonhomestead language, to the proposed purchaser(s).
5. Record satisfaction of the mortgage from Ariana Birencwajg to Mortgage Electronic Registration Systems, Inc., as nominee for Indymac Bank, F.S.B. a Federally Chartered Savings Bank recorded in O.R. Book 25351, Page 3917, assigned in O.R. Book 26832, Page 2679 and assigned to Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5 under the Pooling and Servicing Agreement dated March 1, 2007 by Assignment of Mortgage recorded in O.R. Book 27336, Page 3372, Public Records of Miami-Dade County, Florida.
6. Record satisfaction of the mortgage from Ariana Birencwajg to Mortgage Electronic Registration Systems, Inc., as nominee for Aegis Funding D/B/A Aegis Home Equity recorded in O.R. Book 25675, Page 4817, Public Records of Miami-Dade County, Florida.
7. Dismissal of court action with prejudice and discharge of Lis Pendens recorded in O.R. Book 31013, Page 2294, Public Records of Miami-Dade County, Florida, in that certain Case No. 2018-018704-CA-01 in the Circuit Court of Miami-Dade County, Florida. For involuntary dismissal, the appeal period must expire.
8. Sufficient proof must be furnished and placed of record to establish that at the time of the conveyance of the subject property to Mario Mirabal by deed recorded under O.R. Book 26948, Page 1614, Public Records of Miami-Dade County, Florida, the subject property did not constitute the homestead of Ariana Birencwajg under said deed, or that said Ariana Birencwajg was unmarried at the time of such conveyance.
9. Record satisfaction, release, or credible proof of non-identity relating to the following certified judgment(s) and/or other liens against the name of Mario Mirabal recorded in the following Official Records: O.R. Book 27636, Page 145, Public Records of Miami-Dade County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

EXHIBIT 3

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: 22-1524

10. Satisfactory evidence must be furnished establishing that KP Investments Miami LLC, a Florida limited liability company is duly organized, validly existing, and in good standing under the laws of the jurisdiction of formation from the date of acquisition through the date of transfer.
11. Execution of closing affidavit by appropriate parties representing possession and no adverse matters, including actions taken by owner or others that would give rise to litigation or lien.
12. Closing funds must be disbursed by or at the direction of the Title Agent issuing this policy.
13. Affidavit from owner, or other person having actual knowledge, establishing that no person other than the owner is in possession.
14. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy.
15. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.
16. FOR INFORMATIONAL PURPOSES ONLY: 2021 taxes were paid under receipt number EEX-22-000453, on November 19, 2021, Parcel/Account ID# 02-3222-022-1000, the gross amount being \$12,941.50.
17. Completed IRS Currency Transaction Report (CTR) or proof that the subject transaction is exempt from the most recent FinCEN Geographic Targeting Order. The issuing agent may remove this requirement for the transaction if title is taken in the name(s) of a natural person or a trust OR if this transaction is a financed acquisition by a bank loan or other similar form of institutional financing. Within 30 days of the closing date, the issuing agent shall electronically file the CTR in the Department of Treasury BSA E-Filing System portal at <https://bsaeffiling.fincen.treas.gov> and submit a copy of the CTR along with confirmation of its filing to The Fund at FinCENconfirm@TheFund.com.

EXHIBIT 3

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT****Schedule B-II**

Issuing Office File Number: 22-1524

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of Lake View Subdivision, as recorded in Plat Book 14, Page 42, Public Records of Miami-Dade County, Florida.
6. Order recorded in O.R. Book 21946, Page 3985, Public Records of Miami-Dade County, Florida.
7. Rights of the lessees under unrecorded leases.

EXHIBIT 3

CFN: 20110206153 BOOK 27636 PAGE 145
DATE: 03/31/2011 11:10:31 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Florida Department of Revenue WARRANT

MARIO MIRABAL
583 W 49TH ST
MIAMI BEACH, FL 33140-2601

Tax : Documentary Stamp Tax
Business Partner # : 3333126
Contract Object # :
FEIN :
Warrant # : 1000000210162
Re: Warrant issued under Chapter
201 _____, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA:

WARRANT FOR COLLECTION OF DELINQUENT _____ Documentary Stamp Tax _____ TAX(ES).

The taxpayer named above in the County of _____ Miami-dade _____, is
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	4853.40
PENALTY	\$	0.00
INTEREST	\$	579.21
TOTAL	\$	5432.61
FEE(S)	\$	20.00
GRAND TOTAL	\$	5452.61

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of _____ Miami _____

_____ Miami-dade _____ County, Florida, this 30th day of March, 2011

Lisa Echeverri, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:


Authorized Agent

Please bill to:

State of Florida, Department of Revenue

MIAMI NORTH SERVICE CENTER
8175 NW 12TH ST STE 119
Miami, FL 33126-1828

DR-78
R. 08/09



EXHIBIT 4

8/25/24, 2:29 AM



Exh; Bit 4
mario mirabel <solphax@gmail.com>

Meeting Confirmation 2/7/22 - 4pm -Mirabal, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

1 message

Francis Mota <Fmota@legalbrains.com>
To: "solphax@gmail.com" <solphax@gmail.com>
Cc: David Hinojosa <Dhinojosa@legalbrains.com>

Tue, Feb 1, 2022 at 5:46 PM

Mr. Mirabal,

As per our phone call, today, 2/1/22, we are confirmed for an in office meeting at my Deerfield Beach office (address listed below) on Monday, 2/7/22, at 4pm (eastern).

270 SW Natura Avenue | Deerfield Beach, Florida 33441

Yours,

Francis J. Mota

Associate Attorney



**THE TICKIN
LAW GROUP**
EST. 1991
"The lawyers you want
between you and your
problems."

The Tickin Law Group

270 SW Natura Avenue | Deerfield Beach, Florida 33441

Phone: (954) 570-6757

General Email: FMota@LegalBrains.com | Service Email: Serv530@LegalBrains.com

NOTICE:

Due to the large volume of emails I receive and the nature of legal practice, please assume that I did not receive or read any emails sent to me unless or until there is a reply sent or other confirmation that an incoming email was read. If you have any urgent matter, please be sure to call my office to advise of the fact that an urgent email has been sent.



Exhibit 4
mario mirabal <solphax@gmail.com>

Mirabal, Mario / Deutsche Bank, N.A.,

2 messages

mario mirabal <solphax@gmail.com>

Thu, Feb 24, 2022 at 2:55 AM

To: PT@legalbrains.com, JSasson@legalbrains.com, FMota@legalbrains.com, KEhrke@legalbrains.com, sporfido@legalbrains.com

Today, February 24, 2022 you will have received an email from Matthew Marks / Brock & Scott attorney for plaintiff.

February 7, 2022 I met with Francis Mota . Matters discussed: events leading to this meeting , reaching out to counsel for the plaintiff, arranging a pay off settlement ,a call back within the next seven days with results / a follow up. (I have yet to hear from Francis Mota. But did get a message about charging the \$850.00 I have been paying since february 2021 including while there was a federal moratorium on all foreclosures. and two months of a departed Kendrick Almaguer who I thought was on the task at hand).

February 4, 2022 I received a Dear TTLG Client: Yours very truly, Kendrick Almaguer, is no longer with the Ticklin Law Group.
email from Jamie Alan Sasson, Managing Partner.

February 1, 2022 after weeks of trying to reach Kendrick Almaguer I spoke with various people including Emily B. Chatzky. On this day I found out Kendrick Almaguer had left the firm. As I had lost six weeks waiting on kenderick Almaguer and during this time the firm did not inform me of his sudden departure, I asked if I could have a prompt appointment with new counsel. Emily B. Chatzky transferred me to Francis Mota who related , he needed a week to familiarize himself with this case. Sadly during our meeting on February 7, 2022 it was clear that the seven days had not yielded the required familiarity .

During the first days of January I had various conversations and an in person meeting with kenderick Almaguer requesting him to enter into conversation with counsel for the plaintiff Deutsche Bank and Ras Lavar to revitalize the existing settlement from 2019 I thought then everything had been set in motion. It is clear to me now that these were his last days with the firm. he had already begun a new chapter with The Hachar Law Group. During our last in person meeting Kendrick Almaguer suggested I might consider reaching out to attorneys for plaintiffs. I requested he make the calls. I had made this request earlier in december of 2021 as well but here we are. Two year of nothing going " the pandemic" when it comes time to engage this happens.

What in the world is going on here ?

Mario Mirabal



Virus-free. www.avg.com

Francis Mota <Fmota@legalbrains.com>

Thu, Feb 24, 2022 at 7:42 AM

To: mario mirabal <solphax@gmail.com>

Cc: Peter Ticklin <pt@legalbrains.com>, Jamie Sasson <jsasson@legalbrains.com>, Kristen Ehrke <KEhrke@legalbrains.com>, Samantha Porfido <sporfido@legalbrains.com>

Exhibit 4

Going forward, here is my cell phone number, 305-781-5705, so you can call or text me anytime, as we finalize these deals for you.

Francis

[Quoted text hidden]



EXHIBIT 4
mario mirabel <solphax@gmail.com>

RE: file # 17=f03680 Miami-Dade 2018-018704-CA-01 Birencwajg; Mirabel

1 message

Matthew Marks <Matthew.Marks@brockandscott.com>

Wed, Feb 23, 2022 at 5:06 PM

To: Kendrick Almaguer <kalmaguer@legalbrains.com>, "serv518@legalbrains.com" <serv518@legalbrains.com>,"zdamle@legalbrains.com" <zdamle@legalbrains.com>, Samantha Porfido <sporfido@legalbrains.com>

Cc: Susan Davis <Susan.Davis@brockandscott.com>, mario.mirabel <solphax@gmail.com>

Dear Ticktin folks,

Your client (copied) emailed me below. As you know, I am not permitted to communicate directly with your client. Please address this with your client and let us know if we can assist with anything.

thanks

Matthew Marks

Associate Attorney

Foreclosure

813-342-2200 x4778

From: mario mirabel <solphax@gmail.com>

Sent: Wednesday, February 23, 2022 4:32 PM

To: Matthew Marks <matthew.marks@brockandscott.com>

Subject: file # 17=f03680

I am encouraged by counsel to discuss approval of a payoff settlement. Funds can be available as soon as March 22 2022.

Mario Mirabal



Virus-free. www.avg.com

EXHIBIT 5



Exhibit 5
mario mirabel <solphax@gmail.com>

563 W 49 Street, Miami Beach, Florida 33140

3 messages

Kenneth Damas <Ken@acdfirm.com>

Wed, Mar 2, 2022 at 9:05 AM

To: "solphax@gmail.com" <solphax@gmail.com>, "marionmorell-ruiz@keyes.com" <marionmorell-ruiz@keyes.com>

Cc: Amarilis Adorno <amy@acdtitle.com>, "assistant@acdtitle.com" <assistant@acdtitle.com>, Dafne Pages <dafne@acdtitle.com>

Dear Mr. Mirabal:

Please see attached notice of default regarding the above referenced property.

Regards,

Kenneth M. Damas, Esq.

Law Offices of Adorno-Cunill & Damas, PL

1000 Brickell Avenue, Suite 720

Miami, Florida 33131

Phone: 305-381-9999

Fax: 305-381-9898

Cell: 305-450-8397

Web: www.acdfirm.com

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

March 2 2022 Dmd to Mirabal.pdf
1301K

8/25/24, 3:30 AM

Gmail - 583 W 49 Street, Miami Beach, Florida 33140

To: Kenneth Damas <Ken@acdfirm.com>

EXHIBIT 5

Mr. Damas,

It was a pleasure to meet with you in your office today. I left a written note for you with your assistant before leaving. let me know what you think of my proposal.

Mario Mirabal

[Quoted text hidden]

Kenneth Damas <Ken@acdfirm.com>
To: mario mirabal <solphax@gmail.com>
Cc: John Cunill <john@acdfirm.com>

Fri, Mar 4, 2022 at 2:40 PM

Mr. Mirabel:

I am in receipt of your note where you asked for a 60 day extension but provided no documentation or proof of any effort from you to honor the terms of the contract.

My client has already provided you with a prior extension and you continue to stonewall the transaction. Everyday my client is being damaged given that he sold his home under the assurance that he was closing on your property.

That being said we stand by our demand dated March 2, 2022.

Failure to adhere to the demand will result in our firm pursuing legal recourse against you.

[Quoted text hidden]

EXHIBIT 6



Exhibit 6
mario mirabel <solphax@gmail.com>

Mirabal, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

4 messages

Francis Mota <Fmota@legalbrains.com>

Thu, Feb 24, 2022 at 9:51 AM

To: "Matthew.Marks@brockandscott.com" <Matthew.Marks@brockandscott.com>

Cc: David Hinostroza <Dhinostroza@legalbrains.com>

Good Morning Mr. Marks,

I appreciate your email and understanding in regard to my client's direct communication with you.

My client sincerely seeks to resolve issue as soon as possible.

In your communications with previous defendant's counsel Attorney Almaguer, an offer was on the table for a short pay off at \$590K, please confirm that your client will take \$590k in full settlement of the matter.

Yours,

Francis J. Mota

Associate Attorney



**THE TICKTIN
LAW GROUP**

EST. 1994
"The lawyers you want
between you and your
problems."

The Ticktin Law Group

270 SW Natura Avenue | Deerfield Beach, Florida 33441

Phone: (954) 570-6757

General Email: FMota@LegalBrains.com | Service Email: Serv530@LegalBrains.com

NOTICE:

Due to the large volume of emails I receive and the nature of legal practice, please assume that I did not receive or read any emails sent to me unless or until there is a reply sent or other confirmation that an incoming email was read. If you have any urgent matter, please be sure to call my office to advise of the fact that an urgent email has been sent.

8/25/24, 3:46 AM

Gmail - Mirabel, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

This Email is covered by the federal Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This email message is for the sole use of the intended recipient(s) and may contain highly confidential or privileged information. Any unauthorized copying, review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email at FMota@LegalBrains.com and delete the original message and all copies.

Edh. Bit-6

Francis Mota <Fmota@legalbrains.com>

Thu, Feb 24, 2022 at 9:54 AM

To: Christine Bowens <Christine.Bowens@brockandscott.com>, "susan.davis@brockandscott.com"
<susan.davis@brockandscott.com>

Cc: David Hinostrza <Dhinostrza@legalbrains.com>, "Matthew.Marks@brockandscott.com"
<Matthew.Marks@brockandscott.com>

Good Morning Ms. Bowens and Ms. Davis,

I know that Mr. Marks is at trial today.

Can you please assist in regard to the email below.

I need to confirm that your client will take \$590k to settle this matter? (please see the email below).

[Quoted text hidden]

Francis Mota <Fmota@legalbrains.com>

Thu, Feb 24, 2022 at 11:11 AM

To: "solphax@gmail.com" <solphax@gmail.com>

Cc: David Hinostrza <Dhinostrza@legalbrains.com>

Mr. Mirabel,

The bank has requested proof of funds. (Please see below).

Normally, we put up a fight on a request like this, to protect your privacy and because we don't want create an incentive for the bank to push the case forward in an attempt to collect a full judgment amount.

Since your objective is too resolve this matter immediately, a different approach might warranted.

Do you have proof of funds / proof of funding from the private source?

Please let me know.

8/25/24, 3:48 AM

Gmail - Mirabal, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

Yours,

Exhibit 6

Francis J. Mota

Associate Attorney



**THE TICKTIN
LAW GROUP**
EST. 1987
"The lawyers you want
between you and your
problems."

The Ticktin Law Group

270 SW Natura Avenue | Deerfield Beach, Florida 33441

Phone: (954) 570-6757

General Email: FMota@LegalBrains.com | Service Email: Serv530@LegalBrains.com

NOTICE:

Due to the large volume of emails I receive and the nature of legal practice, please assume that I did not receive or read any emails sent to me unless or until there is a reply sent or other confirmation that an incoming email was read. If you have any urgent matter, please be sure to call my office to advise of the fact that an urgent email has been sent.

This Email is covered by the federal Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This email message is for the sole use of the intended recipient(s) and may contain highly confidential or privileged information. Any unauthorized copying, review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email at FMota@LegalBrains.com and delete the original message and all copies.

From: Christine Bowens <Christine.Bowens@brockandscott.com>**Sent:** Thursday, February 24, 2022 10:57 AM**To:** Francis Mota <FMota@legalbrains.com>; Susan Davis <Susan.Davis@brockandscott.com>**Cc:** David Hinojosa <Dhinojosa@legalbrains.com>; Matthew Marks <Matthew.Marks@brockandscott.com>**Subject:** RE: Mirabal, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

Good morning:

I am responding in Matthew's absence. Please advise whether your client is able to provide us with proof of funds for the \$590K. Once that is confirmed/provided, we will contact the client to determine whether that amount is acceptable.

8/25/24, 3:46 AM

Gmail - Mirabal, Mario ATS. Deutsche Bank, N.A., 18-18704-CA-01, 21-0030

Exhibit 6

Christine Bowens

Supervisor

Foreclosure

954-618-6955 x6011

[Quoted text hidden]

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, VT and VA.

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

DISCLAIMER REGARDING UNIFORM ELECTRONIC TRANSACTIONS ACT ("UETA") (FLORIDA STATUTES SECTION 668.50): If this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication. Contract formation in this matter shall occur only with manually affixed original signatures on original documents.

To opt-out of future electronic communication from Brock & Scott, PLLC please click here to submit your request and have your email address removed from our records.

mario mirabal <solphax@gmail.com>
To: Francis Mota <FMota@legalbrains.com>

Mon, Feb 28, 2022 at 2:43 AM

Mr. Mota,

Attached you will find a pre approval letter, note that a pay off settlement amount will be required to meet lender requirements.

Thank you,
Mario Mirabal
786.479.6596



Virus-free. www.avg.com

[Quoted text hidden]

8/25/24, 3:46 AM

Gmail - Mirabal, Mario ATS: Deutsche Bank, N.A., 18-18704-CA-01, 21-0030



Virus-free. www.avg.com

EXHIBIT 6



Pre-approval letter.pdf

451K



EXHIBIT 6
mario mirabel <solphax@gmail.com>

Citi Mortgage RASL File 3000261338

4 messages

Francis Mota <Fmota@legalbrains.com>
To: "dlinen@raslavrar.com" <dlinen@raslavrar.com>
Cc: David Hinostrroza <Dhinostrroza@legalbrains.com>

Thu, Feb 24, 2022 at 11:18 AM

Drew,

In regard to Citi Mortgage RASL File 3000261338, I am counsel for Ariana Birencwajg and Mario Mirabel, her attorney in fact.

Please find attached the operative power of attorney.

My client communicated with you and verified that your firm is counsel for the Plaintiff.

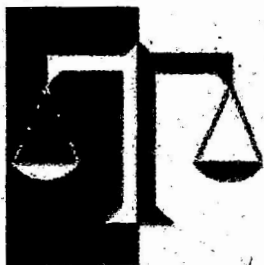
Please Provide the current payoff amount.

My client wants to settle this matter with a short payoff immediately.

Yours,

Francis J. Mota

Associate Attorney



**THE TICKTIN
LAW GROUP**
EST. 1997
"The lawyers you want
between you and your
problems."

The Ticktin Law Group

270 SW Natura Avenue | Deerfield Beach, Florida 33441

Phone: (954) 570-6757

General Email: FMota@LegalBrains.com | Service Email: Serv530@LegalBrains.com

EXHIBIT 6

NOTICE:

Due to the large volume of emails I receive and the nature of legal practice, please assume that I did not receive or read any emails sent to me unless or until there is a reply sent or other confirmation that an incoming email was read. If you have any urgent matter, please be sure to call my office to advise of the fact that an urgent email has been sent.

This Email is covered by the federal Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521 and is legally privileged. This email message is for the sole use of the intended recipient(s) and may contain highly confidential or privileged information. Any unauthorized copying, review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email at FMota@LegalBrains.com and delete the original message and all copies.

 1857_001.pdf
75K

Francis Mota <Fmota@legalbrains.com>
To: "dlinen@raslavrar.com" <dlinen@raslavrar.com>
Cc: David Hlnostroza <Dhlnostroza@legalbrains.com>

Fri, Feb 25, 2022 at 6:33 PM

Drew,

I am following up on my email below.

You communicated to my client that your firm is counsel for the Plaintiff for Citi Mortgage RASL File 3000261338.

Please provide the current payoff amount.

My client wants to settle this matter with a short payoff immediately.

I also called your office and left a voice message.

[Quoted text hidden]

 1857_001.pdf
75K

marlo mirabel <solphax@gmail.com>
To: Francis Mota <Fmota@legalbrains.com>

Fri, Feb 25, 2022 at 7:39 PM

Thank you Francis.

[Quoted text hidden]

6 attachments

EXHIBIT 7



CONTRACT FOR LEGAL SERVICES

CLIENT: ANA E. CARO

RE: MATTER: Real Estate Negotiation Prior to Litigation regarding sale of 563 W 49th Street, Miami Beach, FL 33140 to KP Investments Miami, LLC - attempt to negotiate release from contract \$2,500.00 for 5.5 hours of pre-litigation negotiation, response to demand letter, emails, text with opposing counsel Kenneth Damas

DATE: 3.15.2022

We are pleased to confirm your decision to engage our law firm to act as legal counsel in connection with the instant matter. This document sets forth the entire agreement concerning our representation of you. Our representation of you shall commence once you have paid the initial fee and cost retainers in compliance with the terms set forth below and return of this original agreement to the Law Firm's office fully executed.

SCOPE OF WORK

I. CASE RETAINER AND LEGAL FEES

1. We will require an initial non-refundable retainer of \$2,500.00 which is deemed earned upon receipt. This retainer shall be applied as an engagement fee for our firm agreeing to represent you and assuring you of our availability in this matter. We reserve the right to request an additional retainer in the event that we believe anticipated legal services will significantly increase such that an additional retainer is warranted either because of the volume of the fees and costs we are expending on behalf of the Client or the manner in which our statements are being paid.

2. You agree to pay our law firm a reasonable attorney's fee against which we will bill according to our current hourly rates as fixed as follows: \$450.00 per hour for Attorneys. Paralegal and law clerk time will be billed at the rate of \$295.00 per hour. You will be charged for all time expended in connection with your file, including but not limited to, conferences, research, travel, depositions and other discovery, file reviews, preparation for court hearings and trials, drafting documents, negotiations, mediation, and telephone calls. Hourly rates are subject to adjustment by the Firm, but any changes will be reflected prospectively within 90 days advance notice before any new rates are implemented. All rates are billed at a minimum of 20.10 per hour.

II. COSTS

3. You agree to deposit with us an initial cost retainer in the sum of \$ 2,500.00 and

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC



Exhibit 7

mario mirabel <solphax@gmail.com>

FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

4 messages

Miguel Mirabal <mmirabal@globallegalmiami.com>
To: mario mirabel <solphax@gmail.com>

Fri, Mar 18, 2022 at 4:32 PM

Miguel F. Mirabal-Senra, Esq.

Managing Partner



Global Legal, Global Title & Global Brokerage

Florida - European Attorneys

Real Estate, Business Brokerage, Immigration, Corporate & International Transactions

Escrow & Closing Services

Tel. 305.773.1010 – call text or WhatsApp / Email: mmirabal@globallegalmiami.com

Miami Office: 5201 Orduna Dr. Suite 7, Coral Gables, FL 33146

Monroe Office: 27316 Cayman Lane, Ramrod, Key, FL 33146

SW Florida office: 8951 Bonita Beach Rd. SE, #555, Bonita Springs, FL 34135

Website: www.globallegalmiami.com

Pay with Paypal : www.paypal.com / paypal.me/miguelmirabal or credit card payment via VENMO.com / username @miguel-mirabal, mmirabal@globallegalmiami.com

***** PRIVILEGED AND CONFIDENTIAL COMMUNICATION *****

ThinkGreen!

Before printing this e-mail ask the question, *is it necessary?* Before printing this message, make sure it is needed. Caring for the environment is our responsibility. Antes de imprimir este mensaje, asegúrese de que es necesario. Cuidar el medio ambiente es nuestra responsabilidad.

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

From: Miguel Mirabal
Sent: Friday, March 18, 2022 4:32 PM
To: 'ken@acdfirm.com' <ken@acdfirm.com>
Cc: Miguel Mirabal <mmirabal@globallegalmiami.com>
Subject: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

EXHIBIT 7

Dear Mr. Damas

We have been retained by Mr. Mario Mirabal, the Seller of 563 W. 49th Street, Miami Beach, FL 33140, in an attempt to resolve the matter at hand.

Please call me today so we can discuss.

In the mean time can you please send me a copy of the following:

1. Buyers proof of funds to close.
2. Escrow Letter.
3. Copy of the transactional broker notice.

On several occasions our client has tried to speak with the Buyer and Broker to explain the payoff situation. Mr. Mirabal has been working diligently to obtain the payoff, but Deutsch Bank, still hasn't provided us with the payoff. He cannot provide what he still doesn't have.

This was situation was explicitly explained to the broker. Our client informed her from day, and several times after that, that the mortgage was not a convention loan and obtaining the payoff would be lengthy and complicated, hence the extensions.

Please call my cell at 305.773.1010 to discuss.

Miguel F. Mirabal-Senra, Esq.

Managing Partner



8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Global Legal, Global Title & Global Brokerage

Florida - European Attorneys

Real Estate, Business Brokerage, Immigration, Corporate & International Transactions

Escrow & Closing Services

Exhibit 7

Tel. 305.773.1010 – call text or WhatsApp / Email: mmirabal@globallegalmiami.com

Miami Office: 5201 Orduna Dr. Suite 7, Coral Gables, FL 33146

Monroe Office: 27316 Cayman Lane, Ramrod, Key, FL 33146

SW Florida office: 8951 Bonita Beach Rd. SE, #555, Bonita Springs, FL 34135

Website: www.globallegalmiami.com

Pay with Paypal : www.paypal.com/ paypal.me/miguelmirabal or credit card payment via [VENMO.com](https://venmo.com/miguel-mirabal) /
username @miguel-mirabal, mmirabal@globallegalmiami.com

***** PRIVILEGED AND CONFIDENTIAL COMMUNICATION*****

 **ThinkGreen!**

Before printing this e-mail ask the question, *Is it necessary?* Before printing this message, make sure it is needed. Caring for the environment is our responsibility. Antes de imprimir este mensaje, asegúrese de que es necesario. Cuidar el medio ambiente es nuestra responsabilidad.

Miguel Mirabal <mmirabal@globallegalmiami.com>
To: mario mirabal <solphax@gmail.com>

Wed, Mar 30, 2022 at 5:56 PM

Hi Kenneth, please let me know regarding the email I sent yesterday.

Mr. Mirabal has other attorney's trying to obtain the payoff, my role is solely to attempt to facilitate the closing or amicable settlement.

My client has not placed the property back on the market or attempted to sell the property to anyone else.

Client has informed me he after all of the bad blood he isn't going to sell to the buyer due to the buyers and brokers breach of contract. In addition, the realtors have showed up at my clients house last weekend to "talk" in the middle of the night. My client asked them to leave and not come back.

From my point of view the contract is unenforced, as Mr. Mirabal was never provided with following, as per the contract. To date we haven't received:

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Exhibit 7

1. Buyers proof of funds to close.
2. Copy of the Escrow Letter.
3. Copy of the transactional broker notice.

In addition, the Realtor – Broker knew that the payoff would be the issue and must failed to communicate this this issue or omitted this fact to the Buyer. If anyone if at fault it is the brokers.

My client is willing to release the escrow deposit back to the buyer and as I mentioned earlier, we "may", be open to settle for to the walk away form the deal and over a costly litigation on both sides.

As you know litigation is very costly and extremely lengthy, but my client has already told me if we cant work something out he is willing to wait it out as long as it takes to defend his homesteaded property, and let the court decide whos' in the wrong.

Once against if your client is claiming damages, please send me a realistic and reasonable ballpark number to discuss with my Client.

Regards

Miguel F. Mirabal-Senra, Esq.

Managing Partner



Global Legal, Global Title & Global Brokerage

Florida - European Attorneys

Real Estate, Business Brokerage, Immigration, Corporate & International Transactions

Escrow & Closing Services

Tel. 305.773.1010 – call text or WhatsApp / Email: mmirabal@globallegalmiami.com

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Miami Office: 5201 Orduna Dr. Suite 7, Coral Gables, FL 33146

Monroe Office: 27316 Cayman Lane, Ramrod, Key, FL 33146

SW Florida office: 8951 Bonita Beach Rd. SE, #555, Bonita Springs, FL 34135

Exhibit 7

Website: www.globallegalmiami.com

Pay with Paypal : www.paypal.com / paypal.me/miguelmirabal or credit card payment via [VENMO.com](https://venmo.com/miguel-mirabal) / username @miguel-mirabal, mmirabal@globallegalmiami.com

***** PRIVILEGED AND CONFIDENTIAL COMMUNICATION*****

 **ThinkGreen!**

Before printing this e-mail ask the question, *is it necessary?* Before printing this message, make sure it is needed. Caring for the environment is our responsibility. Antes de imprimir este mensaje, asegúrese de que es necesario. Cuidar el medio ambiente es nuestra responsabilidad.

From: Kenneth Damas <Ken@acdfirm.com>

Sent: Monday, March 28, 2022 8:56 AM

To: Miguel Mirabal <mmirabal@globallegalmiami.com>

Cc: Miguel Mirabal <mmirabal@globallegalmiami.com>

Subject: Re: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Hi Miguel:

I thought you were dealing with the payoff? What happened with that?

I understand your client is trying to sell the property to someone else at a higher price as you know we have an enforceable contract and have filed suit to enforce the contract.

Regards,

Kenneth M. Damas, Esq.

Law Offices of Adorno-Cunill & Damas, PL

1000 Brickell Avenue, Suite 720

8/25/24, 4:16 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Miami, Florida 33131

Tel.: (305) 381-9999

Fax.: (305) 381-9898

Cell: (305) 450-8397

Exhibit 7

THIS ELECTRONIC MAIL MESSAGE AND ANY ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT AN INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS E-MAIL TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE OR BY TELEPHONE. THANK YOU.

From: Miguel Mirabal <mmirabal@globallegalmiami.com>

Date: Friday, March 25, 2022 at 2:55 PM

To: Kenneth Damas <Ken@acdfirm.com>

Cc: Miguel Mirabal <mmirabal@globallegalmiami.com>

Subject: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Hi Kenneth

I will be speaking with my client today or over the weekend, to see if he if I can nudge him just go ahead with the sale (with another extension) , he's very hesitant.

If I can't get him there, i.e. Mirabal if doesn't want to go ahead with the closing, what would be a (realistic ballpark and reasonable) damages that your client would settle for.

Just throwing it out there to see if we came come up with some reasonable solutions.

Let me know and we can speak this afternoon or Monday.

Miguel F. Mirabal-Senra, Esq.

Managing Partner

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Exhibit 7



Global Legal, Global Title & Global Brokerage

Florida - European Attorneys

Real Estate, Business Brokerage, Immigration, Corporate & International Transactions

Escrow & Closing Services

Tel. 305.773.1010 – call text or WhatsApp / Email: mmirabal@globallegalmiami.com

Miami Office: 5201 Orduna Dr. Suite 7, Coral Gables, FL 33146

Monroe Office: 27316 Cayman Lane, Ramrod, Key, FL 33146

SW Florida office: 8951 Bonita Beach Rd. SE, #555, Bonita Springs, FL 34135

Website: www.globallegalmiami.com

Pay with Paypal : www.paypal.com / paypal.me/miguelmirabal or credit card payment via VENMO.com / username @miguel-mirabal, mmirabal@globallegalmiami.com

***** **PRIVILEGED AND CONFIDENTIAL COMMUNICATION** *****

ThinkGreen!

Before printing this e-mail ask the question, is it necessary? Before printing this message, make sure it is needed. Caring for the environment is our responsibility. Antes de imprimir este mensaje, asegúrese de que es necesario. Cuidar el medio ambiente es nuestra responsabilidad.

This email and any attachments are not meant for discussion purposes only. No party shall have any legal rights or obligations with respect to any other party because of the existence of this email, attachment or materials used in the negotiations.. No party shall fail to take any action in detrimental reliance on this letter. Please note this offer of settlement is being remitted pursuant to Rules of Evidence, and nothing contained herein will be admissible, absent our use of the same to show reasonableness of the parties' positions for the purposes of establishing a claim. The figures or information contained in this email and / or attachment are for negotiation purposes only and are not to be used in any litigation or Legal proceedings and are inadmissible and non-biding.

From: Kenneth Damas <Ken@acdfirm.com>

Sent: Friday, March 18, 2022 4:52 PM

To: Miguel Mirabal <mmirabal@globallegalmiami.com>

Subject: Re: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Thank you sir. Looking forward to working this out. Speak on Monday

Regards,

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Kenneth Damas, Esq.**Law Offices of Adorno-Cunill & Damas, PL****1000 Brickell Avenue, Suite 720****Miami, Florida 33131****Phone: (305) 381-9999****Fax: (305) 381-9898****Cell: (305) 450-8397***EXHIBIT*

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

From: Miguel Mirabal <mmirabal@globallegalmiami.com>**Sent:** Friday, March 18, 2022 4:49:33 PM**To:** Kenneth Damas <Ken@acdfirm.com>**Subject:** RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Dear Kenneth only after 2 works for me.

I am only representing Mr. Mirabal (no relation) to try and resolve the impasse.

If this goes to litigation, I will not be his litigation counsel and you will have to serve him directly.

I will keep my 2.00 pm open to discuss.

Regards

Miguel F. Mirabal-Senra, Esq.**Managing Partner**

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC



Exhibit 7

Global Legal, Global Title & Global Brokerage

Florida - European Attorneys

Real Estate, Business Brokerage, Immigration, Corporate & International Transactions

Escrow & Closing Services

Tel. 305.773.1010 – call text or WhatsApp / Email: mmirabal@globallegalmiami.com

Miami Office: 5201 Orduna Dr. Suite 7, Coral Gables, FL 33146

Monroe Office: 27316 Cayman Lane, Ramrod, Key, FL 33146

SW Florida office: 8951 Bonita Beach Rd. SE, #555, Bonita Springs, FL 34135

Website: www.globallegalmiami.com

Pay with Paypal : www.paypal.com / paypal.me/miguelmirabal or credit card payment via VENMO.com / username @miguel-mirabal, mmirabal@globallegalmiami.com

***** **PRIVILEGED AND CONFIDENTIAL COMMUNICATION** *****

ThinkGreen!

Before printing this e-mail ask the question, *is it necessary?* Before printing this message, make sure it is needed. Caring for the environment is our responsibility. Antes de imprimir este mensaje, asegúrese de que es necesario. Cuidar el medio ambiente es nuestra responsabilidad.

From: Kenneth Damas <Ken@acdfirm.com>

Sent: Friday, March 18, 2022 4:42 PM

To: Miguel Mirabal <mmirabal@globallegalmiami.com>

Cc: Miguel Mirabal <mmirabal@globallegalmiami.com>

Subject: Re: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Good afternoon.

I left for the day and i am running late to a function but I have the following availability on Monday:

Mon Mar 21

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Exhibit 7

10:00 am - 10:30 am (EDT)

11:00 am - 11:30 am (EDT)

2:00 pm - 2:30 pm (EDT)

Made easy by Outlook

Let me know if any of those slots work for you.

Also I am not sure if he has been served but if he hasn't would you like me to have the process server serve you instead.

As to allegations in your email regarding the broker and/or my client I can't say I agree.

Have a good weekend.

Regards,

Kenneth Damas, Esq.

Law Offices of Adorno-Cunill & Damas, PL

1000 Brickell Avenue, Suite 720

Miami, Florida 33131

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

Phone: (305) 381-9999

Fax: (305) 381-9898

Cell: (305) 450-8397

Ech: Bit 7

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. Should the intended recipient forward or disclose this message to another person or party, that action could constitute a waiver of the attorney-client privilege. If the reader of this message is not the intended recipient, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

[Quoted text hidden]

Miguel Mirabal <mmirabal@globallegalmiami.com>
To: mario mirabel <solphax@gmail.com>

Wed, Mar 30, 2022 at 6:12 PM

Hi Kenneth, please let me know regarding the email I sent yesterday.

Mr. Mirabal has other attorney's trying to obtain the payoff, my role is solely to attempt to facilitate the closing or amicable settlement.

My client has not placed the property back on the market or attempted to sell the property to anyone else.

Client has informed me he after all of the bad blood he isn't going to sell to the buyer due to the buyers and brokers breach of contract. In addition, the realtors have showed up at my clients house last weekend to "talk" in the middle of the night. My client asked them to leave and not come back.

From my point of view the contract is unenforced, as Mr. Mirabal was never provided with following, as per the contract. To date we haven't received:

1. Buyers proof of funds to close.
2. Copy of the Escrow Letter.
3. Copy of the transactional broker notice.

8/25/24, 4:18 AM

Gmail - FW: RE: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

In addition, the Realtor – Broker knew that the payoff would be the issue and must failed to communicate this this issue or omitted this fact to the Buyer. If anyone if at fault it is the brokers.

Exhibit 7

My client is willing to release the escrow deposit back to the buyer in order to settle and walk away form the deal as litigation will be costly on both sides. If not we shall also put a client on the escrow deposit for buyers breach.

As you know litigation is very costly and extremely lengthy, but my client has already told me if we cant work something out he is willing to wait it out as long as it takes to defend his homesteaded property, and let the court decide whos' in the wrong.

Once against if your client is claiming damages, please send me a realistic and reasonable ballpark number to discuss with my Client.

Regards

This email and any attachments are meant for discussion purposes only. No party shall have any legal rights or obligations with respect to any other party because of the existence of this email, attachment or materials used in the negotiations. No party shall fail to take any action in detrimental reliance on this letter. Please note this offer of settlement is being remitted pursuant to Rules of Evidence, and nothing contained herein will be admissible, absent our use of the same to show reasonableness of the parties' positions for the purposes of establishing a claim. The figures or information contained in this email and / or attachment are for negotiation purposes only and are not to be used in any litigation or Legal proceedings. are inadmissible and non-binding.

CONFIDENTIAL: ATTORNEY-CLIENT PRIVILEGED / ATTORNEY WORK PRODUCT: Emails and attachments received from us may be protected by the attorney-client privilege, as attorney work-product or based on other privileges or provisions of law. If you are not an intended recipient of this email, do not read, copy, use, forward or disclose the email or any of its attachments to others. Instead, immediately notify the sender by replying to this email and then delete it from your system. We strictly prohibit any unauthorized disclosure, copying, distribution or use of emails or attachments sent by us

[Quoted text hidden]

Miguel Mirabal <mmirabal@globallegalmiami.com>
To: mario mirabal <solphax@gmail.com>
Cc: Miguel Mirabal <mmirabal@globallegalmiami.com>

Thu, Mar 31, 2022 at 12:59 PM

Response form Damas

From: Kenneth Damas <Ken@acdfirm.com>
Sent: Wednesday, March 30, 2022 6:36 PM
To: Miguel Mirabal <mmirabal@globallegalmiami.com>
Subject: Re: 563 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

At this juncture you have changed the position from what we spoke as per our conversation you were getting the payoff regarding the remaining of the allegation of your email I disagree with the same. Your client was served with the adequate

8/25/24, 4:18 AM

Gmail - FW: RE: 583 W. 49th Street, Miami Beach, FL 33140 - Mirabal sale to KP Investments Miami, LLC

notices and a lawsuit was filed against him due to his breach.

EXhibit 7

At this juncture I will proceed with the litigation, while I am always open to litigation I don't appreciate going around in circle. Please have the litigation counsel reach out to me.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Regards

[Quoted text hidden]

EXHIBIT 2

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO.: 22-004706 CA-01

FILED FOR RECORD
CIVIL DIVISION 4905

2023 OCT 7 11:19:18

KP INVESTMENTS MIAMI, LLC,

Plaintiff,

vs.

MARIO MIRABAL,

Defendant.

**DEFENDANT'S MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO
FLORIDA RULE OF CIVIL PROCEDURE 1.540(b)**

COMES NOW, the Defendant, MARIO MIRABAL ("Defendant"), by and through the undersigned counsel, and hereby files this Motion for Relief from Judgment Pursuant to Florida Rule of Civil Procedure 1.540(b), and in support thereof states as follows:

1. Grounds for Relief: Extrinsic Fraud, Intrinsic fraud, Fraud, Misrepresentation, and Misconduct

This Motion is based on newly discovered evidence indicating that Carlos Perez, the Plaintiff's representative, provided false testimony during his deposition (Exhibit 1). Specifically:

Carlos Perez testified that he was unaware of the foreclosure status of the property before entering the contract. However, the deposition and other records reveal that Carlos Perez employed Law Offices of Adorno - Cunill & Damas for a title search, which would have revealed the foreclosure status.

Evidence demonstrates that Mr. Damas, representing Carlos Perez, had direct knowledge of the foreclosure but failed to clarify this during the proceedings.

Relevant Case: In *O'vahey v. Miller*, 644 So. 2d 550 (Fla. 3d DCA 1994), "holding that the plaintiff's repeated lies in discovery, uncovered only by the "assiduous efforts of opposing counsel," "constituted such serious misconduct" that dismissal of the case was required" Summary of this case from *Empire World Towers, LLC v. CDR Creances, S.A.S.*

Relevant Case: In *DeClaire v. Yohanan*, 453 So. 2d 375 (Fla. 1984) "The definition of extrinsic fraud was specifically articulated in *United States v. Throckmorton*, 98 U.S. 61, 65-66, 25 L.Ed. 93 (1878), in which the United States Supreme Court said: "Where the unsuccessful party has been prevented from exhibiting fully his case, by fraud or deception practiced on him by his opponent." Here, Carlos Perez's perjury constitutes fraudulent testimony that would have materially affected the outcome of the case.

Furthermore, Mrs. Wright, counsel for the Defendant, did not enter the deposition of Carlos Perez into the trial record, effectively suppressing critical information that could have exposed the perjury of Carlos Perez and the misrepresentations by Mr. Damas.

By failing to enter the deposition into evidence, Mrs. Wright deprived this Court of relevant information, thus preventing a fair determination of the merits.

2. Misrepresentation and Omission by Plaintiff's Counsel, Mr. Damas

During the deposition, Mr. Damas:

Engaged in misleading practices, including instructing Carlos Perez to avoid answering questions regarding his knowledge of the property's foreclosure status.

Failed to disclose his own communication with the bank or agents for the bank, which contradicted Carlos Perez's testimony: that he did have communication with the bank as well as knowing about the discounted payoff settlement, prior to filing suit.

Made contradictory statements that Carlos Perez was unaware of the foreclosure, despite The Law Offices of Adorno - Cunill & Damas —with whom Mr. Damas was a partner—performing the title search prior to filing suit. Prior to entering into the contract in dispute and prior to cancelling the first contract.

Carlos Perez stated he hired the Law Offices of Adorno - Cunill & Damas to confirm that the property title was in good standing. Given that The Law Offices of Adorno - Cunill & Damas conducted a title search and reported two mortgages, one subject to foreclosure, Mr. Damas and Carlos Perez knew about the foreclosure before filing suit. The statements made to the contrary constitute perjury and deliberate misrepresentation to the court. It is also important to recall that during Mr. Damas' closing arguments, the court asked Mr. Damas specifically what was owed, in that instance as well he misrepresented and concealed material facts to the court stating that there was only one mortgage, as well as concealing the true due amounts of both mortgages.

Relevant Case: In *Cox v. Burke*, 706 So. 2d 43 (Fla. 5th DCA 1998), "The requisite fraud on the court occurs where "it can be demonstrated, clearly and convincingly, that a party has sentiently set in motion some

unconscionable scheme calculated to interfere with the judicial system's ability impartially to adjudicate a matter by improperly influencing the trier of fact or unfairly hampering the presentation of the opposing party's claim or defense." Mr. Damas' failure to disclose key facts and his efforts to suppress the truth, in a calculated scheme to bring a false suit against the defendant, and effectively intervene and interfere with the defendants negotiations with the bank, constitute misconduct under Cox, warranting relief.

3. Misrepresentation and Omission by Defendant's Counsel, Mrs. Wright

Mrs. Wright, as the Defendant's counsel, failed to include the deposition of Carlos Perez in the trial record. This omission:

Deprived the court of critical evidence showing perjury and misrepresentation by the Plaintiff and their counsel.

This Constitutes a failure to fully represent the Defendant's interests, thereby misrepresenting the strength of the Defendant's case to the court.

The failure to enter the deposition into the record effectively concealed evidence that Carlos Perez made contradictory statements, including:

Carlos Perez denied knowing Alfonso Ruiz, the husband of the realtor involved in the transaction, he also admitted he had been informed by the realtor about the Defendant's foreclosure status prior to filing suit.

The revelation that Alfonso Ruiz had direct conversations with Carlos Perez that contradicted his sworn testimony about having no communication with or knowing Alfonso Ruiz . His answer / statement as a question " who is Alfonso Ruiz " (Page 36 line 9) reveals Carlos Perez's willingness to lie under oath. The relevance of Carlos Perez's relationship with both Marion Ruiz and her husband Alfonso Ruiz (exhibit 2) is important as evidence introduced by the defendant before and after this deposition revealed that in fact both Mr. and Mrs. Ruiz the realtor knew that the defendant was in foreclosure, negotiating a discounted payoff .

Another instance of Carlos Perez's willingness to lie under oath, when asked if the house he was selling a block away from the defendant was owned by KP Investments Miami, LLC, Carlos Perez answered: yes. (page 27 line 17 -19) In fact the property records show that it was owned by CARLOS MARIO PEREZ not KP Investments Miami, LLC (exhibit 3) This exchange along with other key entries within the deposition expose that Carlos Perez was hiding behind a corporate veil, provided to the record before and after the deposition through bank statements.

Mrs. Wright counsel for the defendant asked Carlos Perez during deposition: Did Mrs. Ruiz ever tell you that Mr. Mirabal needed additional time to close on the property? Carlos Perez answered : yes. Mrs Wright continues: Did she tell you why Mr. Mirabal needed more time to close? Carlos Perez answered : Because the bank was not reaching out or contacting him back at that moment. (page 31 line 1 - 11). This acknowledgment along with evidence of emails between the realtor Marion Ruiz, the defendant Carlos Perez, and Mr. Damas provided by the defendant before and after this deposition shows all parties knew the defendant was having difficulties reaching his counsel The Ticktin Law Group and the bank, providing evidence of persistent misrepresentation by successive counsel within The Ticktin Law Group.

Mrs Wright asked Carlos Perez during deposition : Did you hire a title company to search for marketable title in this case or in regards to the sale of this property? Carlos Perez answered : Yes. (page 44 line 20 - page 45 line 5) This further demonstrates that both Mr.Damas, a partner at Law Offices of Adorno - Cunill & Damas with Carlos Perez knew that the defendant was in foreclosure and in the process of discounted settlement negotiations.

In yet another instance where Carlos Perez lied under oath. Mrs Wright asked Carlos Perez during deposition: So, you've alleged -- as a Counter Defendant, you've alleged four Affirmative Defenses in response to Mr. Mirabal's Counterclaim. Okay. So, the Second Affirmative Defense is

unclean hands. You state that you would clearly be injured as a result of not being allowed to seek specific performance due to the seller's actions. How would you be injured? Carlos answered : First of all, I sold my house because I was already buying that other property. (page 46 line 10 -16 / page 46 line 23- 25 / page 47 line 2-3) Again here Carlos Perez lies under oath, as he had listed his then home for sale according to records on Jul-6, 2021. (exhibit 4)

Mrs. Wright's failure to include key evidence effectively suppressed material facts necessary for a just determination.

4. Unauthorized Communication with the Bank By Kenneth Damas

There are indications in the deposition that Mr. Damas had communication with the bank foreclosing on the Defendant without the Defendant's consent. Such unauthorized contact is improper and raises serious ethical concerns, as it undermined the Defendant's efforts to negotiate a discounted payoff.

Mrs. Wright asked during deposition : Okay, And you also told me previously that Ms. Ruiz told you that Mr. Mirabal was negotiating with the banks, correct? (page 60 line 4-6) Carlos Perez answered: Everything was done before -- I mean, after I hired my attorney, because he's the one that inquired at the bank. page 61 line 1-3) Mrs Wright continues : So, your attorney inquired with the bank in regards to the foreclosure. Is that what you testified? MR. DAMAS: I'm going to instruct my client not to divulge any information. (page 61 line 4 -12)

Florida Rule of Professional Conduct 4-4.2 prohibits attorneys from communicating with a party they know to be represented by another lawyer in the matter without consent. Mr. Damas's unauthorized communication with the Defendant's bank represents a violation of this rule and further supports the need for relief from judgment.

Such conduct by Mr. Damas indicates a breach of ethical responsibilities and supports granting this Motion for Relief.

5. Material Impact on the Outcome

The misrepresentation, perjury, and suppression of material evidence directly affected the judgment in this case. The withheld deposition and contradictory statements would have:

Cast serious doubt on the credibility of the Plaintiff and their claims for specific performance.

Provided grounds to challenge the Plaintiff's allegations that the Defendant did not comply with contractual obligations, as Carlos Perez's testimony was central to establishing these claims., along with evidence provided by the defendant before and after this deposition providing proof that the defendant made diligent efforts to comply with contractual obligations. If not for interference and misconduct by Mr. Damas, Misrepresentation by Mrs. Wright, The Tickin Law Group, and perjury by Carlos Perez.

Relevant Case: in United States v. Throckmorton, 98 U.S. 61, 65-66, 25 L.Ed. 93 (1878) The Court has defined extrinsic fraud as the prevention of an unsuccessful party [from] presenting his case, by fraud or deception practiced by his adversary.

The suppression of the deposition and failure to present the true facts related to Mr. Damas and Carlos Perez's knowledge of the foreclosure, omission of fact, lies, misconduct, prevented transparency in these proceedings.

6. Legal Basis for Relief

Florida Rule of Civil Procedure 1.540(b) allows for relief from judgment in

cases of fraud, misrepresentation, or other misconduct by an adverse party.

Based on the facts outlined above, the Defendant contends that the judgment was obtained by fraudulent means, including perjury by Carlos Perez, misrepresentation and fraud upon the court by Mr. Damas, and suppression of evidence by Mrs. Wright.

WHEREFORE, the Defendant respectfully requests this Honorable Court to:

Grant this Motion for Relief from Judgment Pursuant to Florida Rule of Civil Procedure 1.540(b).

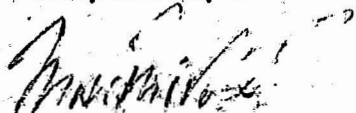
Vacate the final judgment entered on 01/30/2023.

Allow the deposition of Carlos Perez to be entered into the record.

Grant any other relief the Court deems just and proper.

DATED: OCTOBER 7 2024

Respectfully submitted,



MARIO MIRABAL

563 W 49 ST

MIAMI BEACH, FLORIDA 33140

SOLPHAX@GMAIL.COM

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy hereof was served via U.S.

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2022-004706-CA-01

KP INVESTMENTS MIAMI, LLC,
A FLORIDA LIMITED LIABILITY
COMPANY,

Plaintiff,

vs.

MARIO MIRABAL

Defendant.

DEPOSITION OF CARLOS PEREZ
PLAINTIFF'S CORPORATE REPRESENTATIVE
TAKEN ON BEHALF OF THE DEFENDANT

OCTOBER 27, 2022
1:00 P.M. TO 3:48 P.M.

ALL PARTIES APPEARED REMOTELY
PURSUANT TO
FLORIDA SUPREME COURT ORDER AOSC20-23

REPORTED BY:
MARIA M. ESPINOZA-WRIGHT, CER
NOTARY PUBLIC, STATE OF FLORIDA



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 2 of 80

APPEARANCES OF COUNSEL

ON BEHALF OF THE PLAINTIFF:

KENNETH M. DAMAS, ESQUIRE
LAW OFFICES OF ADORNO-CUNILL & DAMAS, PL
1000 BRICKELL AVENUE, SUITE 720
MIAMI, FLORIDA 33131
(305) 381-9999
KEN@ACDFIRM.COM
(REMOTELY VIA ZOOM)

ON BEHALF OF THE DEFENDANT:

GABRIELLE WRIGHT, ESQUIRE
THE TICKTIN LAW GROUP
270 S.W. NATURA AVENUE
DEERFIELD BEACH, FLORIDA 33441
(954) 570-6757
GWRIGHT@LEGALBRAINS.COM
(REMOTELY VIA ZOOM)

SPANISH INTERPRETER:

FIGRELLA WARGER, Interpreter
(REMOTELY VIA ZOOM)



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 3 of 80

INDEX OF EXAMINATION

WITNESS: CARLOS PEREZ

PAGE

DIRECT EXAMINATION

BY GABRIELLE WRIGHT, ESQUIRE

7

CROSS EXAMINATION

BY KENNETH M. DAMAS, ESQUIRE

74



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 4 of 80

INDEX OF EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
Defendant's		
A	COMPLAINT	44
B	COUNTER DEFENDANT, KP INVESTMENTS MIAMI, LLC'S ANSWER & AFFIRMATIVE DEFENSES TO COUNTER PLAINTIFF'S COUNTERCLAIM	50
C	NOTICE OF FILING AFFIDAVIT OF CARLOS PEREZ AS MEMBER AND CORPORATE REPRESENTATIVE OF COUNTER DEFENDANT, KP INVESTMENTS MIAMI, LLC IN OPPOSITION TO COUNTER PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT	57
D	NOTICE OF FILING AFFIDAVIT OF CARLOS PEREZ AS MEMBER AND CORPORATE REPRESENTATIVE OF PLAINTIFF, KP INVESTMENTS MIAMI LLC, IN SUPPORT TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT	66
E	NOTICE OF FILING AFFIDAVIT OF ATTORNEY AMARILIS E. ADORNO-CUNILL	68



INDEX OF CERTIFIED QUESTIONS

PAGE(S)

LINE(S)

13

21 - 22



Perez, Carlos 10-27-2022

Page 6 of 80

DEPOSITION OF CARLOS PEREZ

OCTOBER 27, 2022

Thereupon:

FIGORELLA WARGER, Interpreter,

having been first duly sworn, testified as follows:

THE INTERPRETER: Yes, I do.

CARLOS PEREZ,

was called as a witness, and after having been first
duly sworn, testified as follows:

THE WITNESS: Yes.

THE COURT REPORTER: Okay. And Mr. Damas, we
were not on the record when you were giving a
statement. So, if you just want to give it now
that we're on the record.

MR. DAMAS: Yes, Ken Damas on behalf of the
Plaintiff. Just stating that Ms. Reyes who is
taking the deposition has not filed an appearance
in this case. That's it. And Ms. Reyes, are you a
member of the Florida Bar?

MS. WRIGHT: Yes, I am.

MR. DAMAS: Okay. I'm just asking. Just
asking. All right. Thank you.

MS. WRIGHT: And my last name is Wright,
W-R-I-G-H-T.

MR. DAMAS: Oh, I apologize.

Perez, Carlos 10-27-2022

Page 7 of 80

1 MS. WRIGHT: Not Reyes.

2 MR. DAMA: Oh, that's why. All right. I
3 apologize.

4 MS. WRIGHT: It's okay.

5 THE COURT REPORTER: Okay. We can begin.

6 DIRECT EXAMINATION

7 BY MS. WRIGHT:

8 Q Okay. Good afternoon, Mr. Perez. My name is
9 Gabrielle Wright. I am an attorney from the The Ticktin
10 Law Group, and I'm here on behalf of Mr. Mario Mirabal
11 in a case entitled, "KP Investments Miami vs. Mario
12 Mirabal, as well as Mario Mirabal vs. KP Investments
13 Miami and Carlos Perez." It's a Miami-Dade County
14 Circuit Court Case with the Case Number 2022-

15 004706-CA-01.

16 THE INTERPRETER: Thank you, Ms. Wright. Just
17 a quick question, what is the name of your law firm
18 again?

19 MS. WRIGHT: The Ticktin Law Group.

20 THE INTERPRETER: How do you spell that?

21 MS. WRIGHT: T-I-C-K-T-I-N Law Group.

22 THE INTERPRETER: Okay. Thank you.

23 THE WITNESS: Okay. Good afternoon,

24 Gabrielle.

25 BY MS. WRIGHT:



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 8 of 80

1 Q Have you ever had your deposition taken
2 before?

3 A No.

4 Q Okay. Just because you haven't had your
5 deposition taken before I just want to go over a few
6 ground rules. First one being since we're over Zoom, I
7 just ask that you allow me to finish my question before
8 you give an answer.

9 A Okay.

10 Q The second rule I ask also since we're on Zoom
11 is that you give your answers verbally, not to -- please
12 don't shake your head or say "Um-hum", "Uh-huh" just
13 because the Court Reporter won't be able to get that
14 information on the record.

15 A Understood.

16 Q Okay. The next one is if I ask a question and
17 you don't understand it or you need me to rephrase it,
18 please just ask, and I have no problem doing so.

19 A Okay.

20 Q And then, the last rule is if you need a break
21 or you need to take a moment, that is fine. Please, just
22 let me know. My only -- I only ask is that I'm able to
23 finish the question that I've asked and you're able to
24 give an answer.

25 A Okay.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 9 of 80

1 Q Okay. Wonderful. Did you speak to anyone
2 before this deposition today?

3 A No.

4 Q Okay. Did you review any documentation before
5 this deposition today?

6 A Yes.

7 Q What documents did you review?

8 A The documents of the lawsuit.

9 Q So, you reviewed every single document that's
10 been filed in this lawsuit before --

11 MR. DAMAS: Objection to the form.

12 MS. WRIGHT: I just ask that I'm able to
13 finish my question before you give an objection.
14 I'll restate it again.

15 BY MS. WRIGHT:

16 Q Did you review every single document that's
17 been filed in this case before attending this deposition
18 today?

19 A Some, yes.

20 Q Okay. And which documents did you review?

21 A All the documents related to the lawsuit and
22 related to what we are talking about now.

23 Q Okay. Do those documents have a name?

24 A Yes.

25 Q What document -- what are the names of those



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

1 documents that you reviewed prior to this deposition
2 today?

3 A They are the documents that I've -- I was
4 going over with my attorney that are related to this
5 case.

6 Q Okay. And what are those -- what are the
7 names of those documents?

8 A No, no, I'm not sure. I don't remember right
9 now.

10 Q So, you don't remember if you review the --
11 any documents, or you don't remember the names of those
12 documents?

13 A Well, I do remember that I have gone over
14 documents related to this process. What I don't
15 remember is exactly which documents. There were quite a
16 bit -- quite an amount of documents.

17 Q Do you remember if you reviewed the complaint?

18 A Of course.

19 Q Do you remember if you reviewed my client's
20 answer?

21 A Yes.

22 Q So, you do remember what documents you
23 reviewed?

24 MR. DAMAS: Objection to form.

25 THE WITNESS: Yes.



1 BY MS. WRIGHT:

2 Q So, I'll ask this again. What are the names
3 of the documents you reviewed in preparation for this
4 deposition today?

5 MR. DAMAS: Objection to form, asked and
6 answered. He's already testified that he's
7 reviewed documents. He doesn't remember the names
8 of all the documents. I really don't see any
9 relevance.

10 MS. WRIGHT: Are you instructing your client
11 not to answer?

12 MR. DAMAS: I would like the Court Reporter to
13 repeat exactly my objection. If you interpret as
14 not to answer, but I did not say that.

15 MS. WRIGHT: Okay. Well, I'm asking you.

16 MR. DAMAS: Well, it's in English and I did
17 not say not to answer. I'm objecting that you've
18 asked my client, we've already spent five minutes.
19 He's already told you he doesn't under-- he doesn't
20 know the names of the documents.

21 MS. WRIGHT: But I asked him what documents
22 specifically and he's able to say, "Yes, I have
23 reviewed them." So, obviously he remembers. But
24 it would be easy if your client is just able to
25 tell me the documents that he's reviewed in



Perez, Carlos 10-27-2022

Page 12 of 80

1 preparation for deposition today.

2 MR. DAMAS: I think he already answered that
3 answer, Counselor.

4 MS. WRIGHT: I don't think he did. That's why
5 I've continued to ask.

6 MR. DAMAS: All right. Ask away. I mean, I
7 have all the time in the world so, ask away.

8 MS. WRIGHT: So, do I. That's why I'm
9 continuing to ask.

10 BY MS. WRIGHT:

11 Q Again, Mr. Perez, what are the names of the
12 documents that you've reviewed in preparation for this
13 deposition today?

14 THE INTERPRETER: The Interpreter needs to
15 clarify one term.

16 THE WITNESS: I have read all the claims and I
17 have read all the documents as they were sent to
18 me. But I don't remember exactly or specifically
19 what their names are.

20 BY MS. WRIGHT:

21 Q When were the last time you reviewed documents
22 in connection to this case?

23 A Today.

24 Q And how long did you spend reviewing those
25 documents?



Perez, Carlos 10-27-2022

Page 13 of 80

1 A One hour.

2 Q And what do you do for a living, Mr. Perez?

3 A I'm an investor and I do interior design.

4 Q Do you invest using the limited liability
5 company KP Investments Miami?

6 A Yes.

7 Q How long have you been investing using that
8 LLC?

9 A Since 2015.

10 Q Did you invest in real estate prior to 2015?

11 A No.

12 Q Are you the sole member of KP Investments
13 Miami, LLC?

14 MR. DAMAS: Objection.

15 MS. WRIGHT: To what?

16 MR. DAMAS: I don't see any relevance of
17 whether he's a sole member or not.

18 MS. WRIGHT: There's much relevance. I'll ask
19 it again.

20 BY MS. WRIGHT:

21 *Q Are you the sole member of KP Investments
22 Miami, LLC?

23 MR. DAMAS: Objection -- same objection.

24 Unless you could show me the relevance of him being
25 the sole member, I'm going to instruct my client



Perez, Carlos 10-27-2022

Page 14 of 80

1 not to answer.

2 MS. WRIGHT: I think you're well aware that
3 relevance is not an objection that you can make
4 during depositions. I will ask you not to make any
5 more speaking objections on the record and keep it
6 to form only or privilege. Unless this is --

7 MR. DAMAS: I'm asking -- I'm asking, Counsel,
8 I'm going to instruct my -- under those pretenses
9 I'm going to instruct my Witness not to answer.
10 Whether he is a sole member, I don't see any
11 relevance to it.

12 MS. WRIGHT: He has made -- he has attempted
13 to buy a property using that LLC. I'm asking a
14 line of questions in regards to that LLC. That is
15 more than relevant.

16 MR. DAMAS: Okay. I mean, you can ask him all
17 the questions you want regarding the LLC, whether
18 the structure, the corporate structure, if he has
19 the authority to sign under the corporation, that's
20 fine. But whether you ask him if he's a sole
21 member, I believe that's not relevant. So, I'm
22 going to instruct my client not to answer.

23 MS. WRIGHT: Okay. I'm going to certify the
24 question.

25 MR. DAMAS: That's fine.

Perez, Carlos 10-27-2022

Page 15 of 80

Q You also said that you're an interior designer, correct?

A Yes, for my own company.

Q Okay. Wonderful. It seems like you understand my questions in English. So, although we did get an Interpreter because your attorney asks us to, I respectfully ask that you allow the Interpreter to do her job and interpret my question so you can answer them. But it seems like you do understand me. So, I'm not sure why we had to go through the hoops to get you an Interpreter. But I'll continue.

MR. DAMAS: And that Carlos -- I mean first, I'm going to move to strike that.

MS. WRIGHT: I'll continue. Thank you. Thank you, Mr. Damas. I will continue.

MR. DAMAS: Okay.

BY MS. WRIGHT:

Q You said that you're an interior designer for your own company. What's the company's name?

A KP Investments Miami, LLC.

Q And how long have you been working in interior design through KP Investments, LLC?

A Well, I actually do interior designing because it's my passion, but I do it just for me personally.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 16 of 80

1 Q Okay. That wasn't my question. I asked you,
2 how long have you been doing interior design?

3 A About two years, more or less.

4 Q Okay. So, is it pre-pandemic or post-
5 pandemic?

6 A Before -- yeah, I think I started before, a
7 little before.

8 Q Do you have any clients that you work with?

9 A No.

10 Q Do you work with anyone like another interior
11 designer?

12 A No.

13 Q Going back to the investing, do you work with
14 anyone to invest in properties?

15 MR. DAMAS: Form.

16 MS. WRIGHT: You can answer.

17 THE WITNESS: Yes, some.

18 BY MS. WRIGHT:

19 Q Who do you work with?

20 A Oh, that's a personal I can't say it at this
21 time.

22 Q Yes, you can. What are the names of the
23 people that you work with?

24 A No, they're just investors.

25 Q I understand that. But if they are working



Perez, Carlos 10-27-2022

Page 17 of 80

1 with you under the KP Investments Miami, LLC title
2 and/or if they they work with you to invest in property,
3 then that's information that I'm entitled to.

4 MR. DAMAS: I agree with, Counsel, I'm not
5 trying to do speaking objection. Just to clarify.
6 Are you asking him, because I'm confused, whether
7 he has an investor to invest with him? Or does he
8 work with other people --

9 MS. WRIGHT: Does he work with other people to
10 invest. Not if he has some some other investor
11 that's bringing money into his LLC so he's able to
12 go on into invest, rather if --

13 MR. DAMAS: Okay.

14 MS. WRIGHT: Yeah.

15 MR. DAMAS: All right. So, let's put that
16 because that's why I think he's hesitant. Just if
17 you can ask that and interpret that question for
18 him --

19 MS. WRIGHT: Okay.

20 MR. DAMAS: Madam Court Reporter, I think that
21 would clear it up.

22 BY MS. WRIGHT:

23 Q Okay. So, my question is, do you work
24 alongside anyone to invest in property? I'm not
25 concerned if you have someone that's giving you money to



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 18 of 80

1 go invest. I just want to know if you're working
2 alongside someone to invest in properties.

3 A No.

4 Q Are you under -- I have to ask this of
5 everyone. Are you under the influence of any
6 medications or drugs that would impair your ability to
7 testify truthfully?

8 A No.

9 Q Are you under the influence of any alcohol
10 that would impair -- are you under the influence --
11 strike that. Are you under the influence of any
12 alcohol?

13 A No.

14 Q This is another question I have to ask of
15 everyone. Have you ever been arrested?

16 A No.

17 Q Prior to being an investor and an interior
18 designer, did you work?

19 A Yes.

20 Q Where did you work?

21 A In Colombia.

22 Q What did you do in Colombia?

23 A It was a clothing manufacturer.

24 Q Clothing manufacturer.

25 MR. DAMAS: Sorry, just to correct. I believe



Perez, Carlos 10-27-2022

Page 19 of 80

1 he said, "I worked for a clothing manufacturer."

2 BY MS. WRIGHT:

3 Q So, were you a clothing manufacturer, or did
4 you work for a company that manufactured clothing?

5 A I worked for a manufacturer.

6 Q Okay. How long have you lived in the United
7 States for?

8 THE INTERPRETER: I'm sorry, Counsel?

9 BY MS. WRIGHT:

10 Q How long has -- have you lived in the United
11 States for?

12 A Since 2012.

13 Q And when did you get your citizenship -- or
14 strike that. Do you have your citizenship?

15 A Not yet.

16 Q When were you made aware -- I'm going to refer
17 to this as percussio, I'm going to refer to 563 West
18 49th Street Miami Beach, Florida 33140 as the property.
19 I just want to make that clear going forward so the
20 Witness knows and for the record.

21 A Okay.

22 Q When were you first made aware that the
23 property -- or strike that. When did you first state
24 that you are interested in purchasing the property?

25 A When my realtor called me and told me that Mr.



Perez, Carlos 10-27-2022

Page 20 of 80

1 Mario was selling his property.

2 Q Okay. Who is your realtor?

3 A Marion.

4 Q Do you remember when she called you and
5 advised that Mr. Mirabal was selling his property?

6 A At the beginning of December.

7 Q What year, December of 2021?

8 A Yes.

9 Q Okay. And how do you know Ms. Ruiz?

10 A I know her because she's a neighbor and --
11 she's a neighbor. She lives in a neighborhood and
12 that's where I met her.

13 Q Do you live in that neighborhood?

14 A I used to.

15 Q When did you live in that neighborhood? What
16 years?

17 A The date, I don't remember. But it was
18 between 2018 and 2021 toward the end of 2021, starting
19 this year.

20 Q And what was the property's address?

21 A 725 West 49th Street, Miami Beach, Florida
22 33139.

23 MS. WRIGHT: Can you repeat that ZIP Code for
24 me, Madam Court Reporter or Interpreter?

25 THE COURT REPORTER: 33139 is what heard.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 21 of 80

1 MS. WRIGHT: Okay.

2 THE WITNESS: I'm sorry. May I correct
3 something? It's 33140.

4 BY MS. WRIGHT:

5 Q And how did you come to meet her, Ms. Ruiz?

6 A Walking the dogs in the neighborhood.

7 Q Do you know her husband's name?

8 A I don't remember.

9 Q Okay. So, you stated that Ms. Ruiz gave you a
10 call and advised you that Mr. Mirabal was interested in
11 selling his property. So, my question is, did -- how
12 did she come to know about that?

13 THE INTERPRETER: Counsel, I'm sorry. Your
14 question was, how did she reach out to him?

15 MS. WRIGHT: How did she -- yeah.

16 THE INTERPRETER: Okay.

17 MR. DAMAS: That wasn't the -- objection. I
18 don't even know when to object. I'm going to ask
19 the Court Reporter to repeat the questions so it
20 can be translated.

21 THE COURT REPORTER: Okay. "So, you stated
22 that Ms. Ruiz gave you a call and advised you that
23 Mr. Mirabal is interested in selling his property.
24 My question is, how did she come to know about
25 that?"



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

1 THE INTERPRETER: Oh, I'm sorry.

2 MR. DAMAS: Okay.

3 THE WITNESS: I don't know.

4 BY MS. WRIGHT:

5 Q Did she tell you that she had conversations
6 with Mr. Mirabal?

7 A Yes.

8 THE INTERPRETER: I think I misspoke.

9 MR. DAMAS: I was going to ask for a scope of
10 time. Are we still talking pre-contract or during
11 the contract?

12 MS. WRIGHT: Pre-contract.

13 MR. DAMAS: Okay. Let just interpret that --

14 MS. WRIGHT: Okay.

15 THE WITNESS: Okay. Okay.

16 BY MS. WRIGHT:

17 Q Can you -- I'll ask my question again because
18 I don't think okay is an answer.

19 MS. WRIGHT: Madam Court Reporter, will you
20 please read back my question?

21 THE COURT REPORTER: The last question I have
22 was, "Did she tell you that she had conversations
23 with Mr. Mirabal?" Answer, "Yes."

24 MS. WRIGHT: Okay.

25 BY MS. WRIGHT:



1 Q Well, did she tell you what those
2 conversations were about pre-contract?

3 A Yes, that he was interested in selling his
4 property and that, that he was interested in selling his
5 property. That's what it was.

6 Q Okay. And we were referring to pre-contract.
7 So, how many contracts have you signed to purchase this
8 property?

9 MR. DAMAS: Form.

10 MS. WRIGHT: You can answer.

11 THE WITNESS: Two, I think.

12 BY MS. WRIGHT:

13 Q Okay. Do you remember the date the first
14 contract was entered into?

15 A I don't remember right now.

16 Q Okay. What about the second contract?

17 A I don't remember right now.

18 Q Okay. And what was the reason for entering --
19 strike that. What was the reason for the first contract
20 being cancelled?

21 THE INTERPRETER: The Interpreter needs to
22 clarify one thing.

23 THE WITNESS: Because I was not live -- ready
24 to do the closing, so, we both agreed to sign the
25 cancellation.



Perez, Carlos 10-27-2022

Page 24 of 80

1 BY MS. WRIGHT:

2 Q Okay. And why weren't you ready?

3 A Because I had a contract for my house, but
4 that contract fell through because during the inspection
5 time. So, that was the reason --

6 Q Okay.

7 A -- the contract didn't go through.

8 Q And you're stating your house, what house are
9 you referring to?

10 A 725 West 49th Street.

11 Q Okay. And was Ms. Ruiz your real estate agent
12 on -- for the sale of 725 West 49th Street?

13 A No.

14 Q Who was?

15 A Carlos Uribe.

16 Q Can you spell the last name please?

17 A Yes. U-R-I-B-E, Uribe.

18 Q When did you sell your property at 725 West
19 49th Street?

20 A In December 2021. I'm sorry, may I add
21 something?

22 Q Absolutely.

23 A I want to explain something. The contract was
24 signed in December 2021, but we did the closing toward
25 the beginning of January 2022.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 25 of 80

1 Q For your property on 49th Street, correct?

2 A Yes.

3 Q Okay. When was it originally supposed to
4 close?

5 A I don't remember. I don't remember exactly.

6 Q So, for the sale of the property on 49th
7 Street, was this a second contract you entered into that
8 was entered in December?

9 MR. DAMAS: Form.

10 THE WITNESS: I signed a second contract for
11 the other property, but I am not sure if it was
12 December or January.

13 MS. WRIGHT: Can you repeat that, please?

14 THE INTERPRETER: I signed a second contract
15 for the other property, but I am not sure if it was
16 December or January.

17 BY MS. WRIGHT:

18 Q Are you -- when you say other property, are
19 you referring to your property on 49th Street?

20 A Would you mind repeating the original
21 question, please, because I got confused?

22 Q Yeah. So, my question was -- let's phrase it
23 a different way. How many contracts did you enter into
24 for the sale of your property on 49th Street?

25 A Two.



Perez, Carlos 10-27-2022

Page 26 of 80

1 Q I want to circle back. You said you do
2 investing under KP Investments Miami, LLC. Is it
3 investing in real estate solely or do you invest in
4 other vehicles?

5 A Just real estate.

6 Q Okay. And how many properties have you
7 invested in?

8 A Would you mind explain the question? Do you
9 mean all the ones that I've invested in, the ones that
10 I've sold in or the ones that I have?

11 Q The ones you've invested in under KP
12 Investments Miami.

13 A Nine properties.

14 Q That's a lot. Do you do -- do you invest to
15 sell? Do you invest to keep them? Let's -- or do you
16 flip them? What do you do with these properties?

17 A Some I invest and some I sell. Others I
18 remodel or do flipping. And others I keep.

19 Q Okay. How many of those nine properties do
20 you own right now?

21 A At this time, five.

22 Q Did you own the property on 49th Street --
23 strike that. Did KP Investments Miami, LLC own a
24 property on 49th Street?

25 MR. DAMAS: Just since I don't want to have



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 27 of 80

1 any speaking objections. He's appearing today as
2 the Corporate Representative for KP. So, all the
3 answers he's answering is as Corporate Rep for KP.
4 Just wanted to --

5 MS. WRIGHT: I understand. I just want to
6 make it clear for him.

7 MR. DAMAS: Okay. That's it.

8 THE INTERPRETER: And I'm sorry, Counsel. Now,
9 I forgot the question.

10 MS. WRIGHT: Oh, it's okay.

11 MR. DAMAS: -- I just wanted to be clear.

12 MS. WRIGHT: I can't hear you, Mr. Damas.

13 MR. DAMAS: I just wanted to be clear. I
14 apologize. I just wanted to have a clear record.

15 MS. WRIGHT: I understand.

16 BY MS. WRIGHT:

17 Q My question was, did KP Investments Miami, LLC
18 own the property on 49th Street?

19 A Yes.

20 Q And just so the record is clean and there's no
21 need for any more interjections in that regard, when I
22 say you, I mean KP Investments Miami, LLC, you're as
23 Corporate Representative just so we're both -- we both
24 understand.

25 A Yes.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

1 Q Okay. Were you intending to buy the property
2 using cash? Let me strike that. Were you intending for
3 the first contract to buy the property with cash?

4 A Yes.

5 Q And did you tell Ms. Ruiz that you were going
6 to buy using cash?

7 A Yes, the contract is in cash.

8 Q Okay. Did you ever search for financing to
9 purchase the property?

10 A No.

11 Q Okay. Were you aware that Ms. -- well, strike
12 that. Were you under the impression that Ms. Ruiz was
13 acting as your sole agent in this transaction?

14 A No.

15 Q What was your impression?

16 A That she worked for both.

17 Q Okay. And she told you that?

18 A Yes.

19 Q Okay. And how did you inform Mr. Mirabal that
20 you could not move forward with the first contract?

21 A Through the realtor.

22 Q So, after the first contract was cancelled,
23 did you immediately enter into a second contract to buy
24 the property?

25 MR. DAMAS: Form.



1 MS. WRIGHT: You can still answer the
2 question.

3 THE WITNESS: What do you mean by immediately?

4 BY MS. WRIGHT:

5 Q I'll ask it a different way. How long after
6 the first contract was cancelled, did you enter into the
7 second contract to buy the property?

8 A I don't remember exactly.

9 Q Okay. Do you remember what date the first
10 contract was cancelled?

11 A December 2021.

12 Q Okay. Was it -- how -- do you know about how
13 long after the first contract was entered into that was
14 cancelled?

15 A I don't remember.

16 Q Do you remember how much the first contract
17 was for to buy the property?

18 A Yes.

19 Q How much was it for?

20 A \$1.2 million.

21 Q And the second contract, do you -- how much
22 was -- or do you know how much the contract to buy
23 property was for?

24 A Yes.

25 Q And how much was it for?



Perez, Carlos 10-27-2022

Page 30 of 80

1 A \$1.3 million.

2 Q All right. Did Ms. Marion ever ask you to
3 provide proof of funds?

4 A No.

5 Q Do you know if Mr. Mirabal ever asked her?

6 A No.

7 Q Were you aware that the property in question
8 was undergoing -- was it a foreclosure action?

9 A No.

10 Q Did you ever come to learn that the property
11 was under -- strike that. Did you ever come to know
12 that the property was in -- was the subject of a
13 foreclosure action?

14 A Yes, after I heard --

15 MR. DAMAS: I'm going to just -- any
16 information between attorney and client though.

17 MS. WRIGHT: Yeah, I'm not asking him for any
18 conversations between you and mine.

19 THE WITNESS: Yes, after I hired my attorney
20 for the closing.

21 BY MS. WRIGHT:

22 Q Did Ms. Ruiz ever inform you that the property
23 in question was under the -- was in the foreclosure
24 action?

25 A No.



Perez, Carlos 10-27-2022

Page 31 of 80

1 Q Did Ms. Ruiz ever tell you that Mr. Mirabal
2 needed additional time to close on the property?

3 A Yes.

4 Q When did she tell you that?

5 A I don't remember.

6 Q Did she tell you why Mr. Mirabal needed more
7 time to close?

8 A Yes.

9 Q And did -- what was that reason?

10 A Because the bank was not reaching out or
11 contacting him back at that moment.

12 Q So, you were aware that there was ongoing
13 negotiation between Mr. Mirabal and the bank?

14 MR. DAMAS: Objection to form. I'm going to
15 tell him not to divulge any information between
16 attorney and client, again.

17 MS. WRIGHT: I ask that everything that was
18 told to you, Madam Interpreter, is said to me.

19 THE INTERPRETER: Yes, I'm sorry, Mrs. Wright.
20 Just that the attorney had asked him not to
21 disclose information -- confidential information
22 between attorney and client. I just interpreted
23 what Mr. Damas had said in English.

24 MS. WRIGHT: Yes, but he -- Mr. Perez said
25 stuff to you -- said things to you in Spanish, and



Perez, Carlos 10-27-2022

Page 32 of 80

1 I'm just asking that be interpreted.

2 THE INTERPRETER: Yes, of course. And I'm
3 sorry. In the meantime, I lost track. Yes, this
4 is the Interpreter speaking. Mrs. Wright, I don't
5 want to try to guess to try to remember what he had
6 said. Honestly, I lost it when Mr. Damas mentioned
7 that -- reminded him not to disclose information.
8 I tried to ask him if he could repeat his answer,
9 and he's asking if you could please repeat your
10 question.

11 MS. WRIGHT: Okay. Madam Court Reporter, do
12 you mind repeating my question?

13 THE COURT REPORTER: Yes. Let me just confirm
14 I have the last one correctly, since it was a bit
15 of discussion afterwards. I think I have it, but I
16 just want to confirm with it. Okay. "So, you were
17 aware that there was ongoing negotiations with Mr.
18 Mirabal and the bank?" "Objection to form."

19 THE WITNESS: When I hired my attorney that's
20 when I came to learn that.

21 BY MS. WRIGHT:

22 Q But you just said Ms. Ruiz told you that the
23 bank wasn't getting back to Mr. Mirabal, correct?

24 MR. DAMAS: Objection, form.

25 THE WITNESS: Yes, that was after I hired my



Perez, Carlos 10-27-2022

Page 33 of 80

1 attorney. And she started sending e-mails to him,
2 requesting the information needed for the closing.
3 And that's when he said that the bank was not
4 getting back with him.

5 BY MS. WRIGHT:

6 Q But you said Ms. -- correct me if I'm wrong.
7 But did you say that Ms. Ruiz told you that the bank
8 wasn't getting back to Mr. Mirabal?

9 A It was the attorney, my attorney, yes.

10 Q Okay. Did you have ongoing conversations with
11 Ms. Marion -- Ms. Ruiz in regard to the purchasing of
12 this property?

13 A No, not much.

14 Q How many times a week would you say you spoke
15 to her regarding this property?

16 A No, I don't know. I don't remember.

17 Q Okay. You would say you were interested in
18 purchasing the property, right?

19 A At the moment that she offered it to me, yes.

20 Q Have you ever spoke to Mr. Mirabal, before?

21 A No.

22 Q Are there any agents that act on behalf of KP
23 Investments Miami, LLC?

24 MR. DAMAS: Form.

25 THE WITNESS: No.



Perez, Carlos 10-27-2022

Page 34 of 80

1 BY MS. WRIGHT:

2 Q Okay. Give me one moment, I'm just attempting
3 to share my screen.

4 MR. DAMAS: Gabrielle, I'm just having my
5 assistant bring him another water and a tea, if you
6 can give us one second?

7 MS. WRIGHT: Yeah, absolutely.

8 (Thereupon, a short discussion was held off
9 record.)

10 (Deposition resumed.)

11 MR. DAMAS: You can start whenever you want,
12 we're okay.

13 BY MS. WRIGHT:

14 Q Prior to this suit being entered, when did you
15 hire your attorney?

16 MR. DAMAS: Just if I can ask for
17 clarification. Which lawyer?

18 MS. WRIGHT: The first lawyer, not you.

19 THE WITNESS: I don't understand the question.

20 BY MS. WRIGHT:

21 Q My question was -- let me get her name so you
22 -- there's no confusion. One moment, please. You
23 stated earlier that your attorney -- that you found out
24 that there was some sort of foreclosure action against
25 my client because of your attorney, correct?



Perez, Carlos 10-27-2022

Page 35 of 80

1 A Yes.

2 Q What attorney advised you of that?

3 A Ken Damas.

4 MR. DAMAS: That's me.

5 MS. WRIGHT: I know.

6 BY MS. WRIGHT:

7 Q Did you hire an attorney before hiring Ken
8 Damas?

9 A Yes.

10 Q What was that attorney's name?

11 A Amy Adorno.

12 MR. DAMAS: My law partners.

13 BY MS. WRIGHT:

14 Q Okay. Understood. And when did you hire Mr.
15 Damas' law firm?

16 A I don't remember the exact date.

17 Q Was it before or after you executed the second
18 contract for the sales -- for the purchase of the
19 property?

20 A After.

21 Q And was it before or after the original
22 closing date of February 2022?

23 A Before. It was before.

24 Q Do you know an Alfonso Ruiz?

25 A I don't remember having met him, no.



Perez, Carlos 10-27-2022

Page 36 of 80

1 MR. DAMAS: Just for translation. I don't
2 know if he said I don't remember meeting him.

3 THE WITNESS: Meeting him, yeah.

4 BY MS. WRIGHT:

5 Q But you know of Alfonso Ruiz?

6 A I don't remember having -- at this moment, no.

7 Q You don't remember having met him, or you
8 don't know of him?

9 A Who is -- I'm sorry, who is Alfonso Ruiz?

10 Q I'm the one asking the questions here. You're
11 going to answer my questions here.

12 A No, then I don't know.

13 Q Again, we've spent a lot of money to have this
14 Interpreter here. It seems like you understand my
15 question. So, please allow the Interpreter to interpret
16 my questions. You can give your answers in Spanish like
17 you chose to. And that's it. Thank you --

18 MR. DAMAS: I'm going to object. I'm going to
19 instruct you not to badger client. He's already
20 made English is not his native tongue. And by you
21 insinuating it, you just put the man unease. So,
22 let's stop playing these games. Let's move forward
23 with this deposition, okay?

24 MS. WRIGHT: If your client would follow the
25 rules of the deposition, I understand.



Perez, Carlos 10-27-2022

Page 37 of 80

1 MR. DAMAS: He is following the rules and --

2 MS. WRIGHT: That we've had to spend money to

3 hire this Interpreter, then that would be great.

4 He's constantly going back from answering in

5 English and understanding my questions. So, while

6 I do appreciate that he needs an Interpreter, I ask

7 that he allow the Interpreter to do her job. Thank

8 you. I'm going to take a quick three-minute break.

9 MR. DAMAS: Okay.

10 THE COURT REPORTER: Okay. Off the record.

11 (Thereupon, a short discussion was held off
12 record.)

13 (Deposition resumed.)

14 THE COURT REPORTER: Okay. We're back on at

15 02:18 p.m.

16 MS. WRIGHT: Okay. Thank you.

17 BY MS. WRIGHT:

18 Q Mr. Perez, did you ever visit the property?

19 A Once.

20 Q Do you remember when?

21 A When my realtor took me to see it.

22 Q Okay. Was that before you entered the first
23 contract or after?

24 A Before.

25 Q And was Mr. Mirabal home?



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 38 of 80

1 A Yes.

2 Q Did you speak to him?

3 A Yes.

4 Q Previously you testified that you've never
5 spoke with Mr. Mirabal. So, have you or have you not
6 spoken to Mr. Mirabal?

7 MR. DAMAS: Objection to form.

8 THE WITNESS: Yes, I spoke with him when we
9 went to see the property. "Hello", yeah, well, the
10 realtor introduced us and that was it.

11 BY MS. WRIGHT:

12 Q Okay. I'm going to share my screen now.
13 Please let me know if you can see the document entitled,
14 "Complaint" on your screen.

15 MR. DAMAS: Let me just move over the camera.
16 Hold on.

17 MS. WRIGHT: If I need to zoom in, please let
18 me know. I know it's hard to see, so.

19 MR. DAMAS: Just a little bit. Yeah, if you
20 can. Sorry.

21 MS. WRIGHT: Yeah, absolutely. No, it's okay.

22 MR. DAMAS: If you did at 100. Yeah. Perfect.
23 That's fine.

24 MS. WRIGHT: Okay. Okay. Great.

25 BY MS. WRIGHT:



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 39 of 80

1 Q Is this the contracts that your attorney filed
2 on your behalf?

3 MR. DAMAS: Objection, form.

4 THE INTERPRETER: I'm sorry, Counsel. You
5 said the contract?

6 MS. WRIGHT: Is the -- if I did that's my
7 mistake.

8 BY MS. WRIGHT:

9 Q Mr. Perez, is this the Complaint that your
10 attorney filed on KP Investments Miami, LLC's behalf?

11 A I don't know.

12 Q Okay.

13 MR. DAMAS: It doesn't have an e-file number,
14 but if it's the one that I filed, we could
15 stipulate that that's the one we filed. Oh, it
16 does. All right. Yeah, I can -- we could
17 stipulate that's the one we filed.

18 MS. WRIGHT: Okay.

19 BY MS. WRIGHT:

20 Q It was stated in the Complaint that the
21 Defendant refused to provide the Plaintiff with marked
22 Plaintiff's -- Plaintiff with marketable title and close
23 the transaction. For what basis do you have to say that
24 the Defendant refused to provide marketable title?

25 MR. DAMAS: Objection to form --



Perez, Carlos 10-27-2022

Page 40 of 80

1 THE WITNESS: Yes. No, I don't know. You can
2 ask my attorney.

3 BY MS. WRIGHT:

4 Q Okay. Do you know what marketable title is?

5 A No.

6 Q Okay. Also, here it states that the closing
7 date was extended due to a -- do the sellers request on
8 March 1st, 2022. What request was made?

9 THE INTERPRETER: And Counsel, I'm sorry, what
10 was the question?

11 MS. WRIGHT: What request was made to extend
12 the closing date?

13 THE INTERPRETER: Thank you.

14 THE WITNESS: He requested this extension.

15 BY MS. WRIGHT:

16 Q Who did he request the extension to?

17 A The seller requested that extension.

18 Q I know. That's not my question. I'm asking
19 you to please answer the question that I've asked. Who
20 did the seller request the extension to?

21 A My realtor.

22 Q Okay. When you say your realtor, are you
23 referring to Ms. Ruiz?

24 A Yes.

25 Q Okay. And how did -- did Ms. Ruiz tell you



Perez, Carlos 10-27-2022

Page 41 of 80

1 that the seller was requesting an extension to close?

2 A Yes.

3 Q How did she advise you of this? What type of
4 means?

5 A She called me.

6 Q Have you ever texted with Ms. Ruiz in regards
7 to this, the sale and purchase of this property?

8 A Maybe. I don't know.

9 Q Okay. Has she ever e-mailed you in regards to
10 the purchase of this property?

11 A Yes.

12 Q Okay. I ask that you refrain from deleting
13 any of those e-mails and/or possible text messages just
14 so we're able to get them from your attorney at some
15 point.

16 A Okay.

17 Q So, you state here that the Defendant failed
18 to use reasonable diligent effort to secure marketable
19 title.

20 MR. DAMAS: We don't see the screen anymore.

21 MS. WRIGHT: You don't see the screen at all?

22 MR. DAMAS: Uh-huh. No, ma'am.

23 THE COURT REPORTER: It's still being shared.

24 MR. DAMAS: Let me just use a computer. The
25 thing is that -- you would think that after all



Perez, Carlos 10-27-2022

Page 42 of 80

1 these years in Zoon --

2 MS. WRIGHT: Yeah, especially because it's
3 showing on everyone else's screen.

4 MR. DAMAS: The reason is that I'm working off
5 a Mac in the conference room and it's kind of --
6 here it is. All right. I'm not Mr. Mac. All
7 right. Now, we see it.

8 All right. Here. Now, it's --

9 MS. WRIGHT: Okay.

10 MR. DAMAS: Here we go.

11 MS. WRIGHT: Wonderful.

12 BY MS. WRIGHT:

13 Q So, I'll just point you at to Paragraph 8. It
14 states, just for the record, "The closing did not occur
15 on none of these scheduled closing dates due to
16 Defendant's failure to provide buyer with marketable
17 title and failing to use reasonable diligent efforts to
18 secure said marketable title." You previously stated
19 that you were aware of negotiations between the seller
20 and the bank, correct?

21 MR. DAMAS: Objection to form, as it's
22 relevant in time.

23 THE WITNESS: Yes, because my attorney told
24 me.

25 MS. WRIGHT: Sorry, guys. There's a time



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 43 of 80

1 sensor. I guess I was being so still that the
2 lights went off.

3 BY MS. WRIGHT:

4 Q Okay. And again, I don't want to know
5 anything that you've said -- that's been said between
6 your attorney and yourself. So, please, if there's
7 something that's going to reveal that information,
8 please refrain from saying that.

9 A Okay.

10 Q Great. Were you also aware that the seller
11 came to your attorney's office telling him that he was
12 in the process of gaining marketable title?

13 A I know he went to my attorney's office.

14 Q Okay. Are you aware that he requested
15 additional time to gain marketable title when he went to
16 your attorney's office?

17 A Yes.

18 Q Okay. Did you or your agents ever reach out
19 to Deutsche Bank in regards to the property in question?

20 A No.

21 Q Sir, is the no -- does the no mean you're not
22 aware, or you did not do that?

23 MR. DAMAS: And then, after he answers, I just
24 have one question in terms of the word agent.

25 MS. WRIGHT: Yeah, he can still answer.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 44 of 80

1 THE WITNESS: Would you mind repeating the
2 question, please?

3 BY MS. WRIGHT:

4 Q Yeah. Has -- you stated, no, that you --
5 well, I don't know what the no means. My question
6 originally was, have you or anyone on -- I'll change
7 that. Has you or anyone on behalf of KP Investments
8 Miami, LLC either spoke to, called, e-mailed Deutsche
9 Bank in regards to the property at issue in this
10 litigation? You stated "No." I asked you are you not
11 aware, or does that no mean you never did that? So,
12 that's my question as of now.

13 A I don't know.

14 MS. WRIGHT: Okay. Just so the record
15 reflects, I'm going to mark the Complaint as
16 Exhibit A.

17 (Thereupon, Defendant's Exhibit A was entered
18 into the record.)

19 BY MS. WRIGHT:

20 Q Did you hire a title company to search for
21 marketable title in this case or in regards to the sale
22 of this property?

23 A Yes.

24 Q Why did you hire one?

25 A Because every time I'm going to buy a company,



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 45 of 80

1 I have my close -- my attorney for the closing and a
2 company -- and a title company for the -- to close the
3 business.

4 Q To close the business or close on property?

5 A No, the closing of the property.

6 Q Okay. Do you buy businesses?

7 A No. No, apartments or houses. Like I said
8 before, I am a real estate investor not businesses.

9 Q Okay. Were you aware that the seller was
10 hiring a title company of his own?

11 A He never replied.

12 Q What do you mean he never replied?

13 A During the process of the contract he never
14 got -- replied to the e-mails or to the contract. He
15 never made any effort for the closing to take place.

16 Q Are you stating he never replied to any e-
17 mails?

18 A No.

19 Q Okay. Did anyone ever make you aware of the
20 fact that the buyer -- I mean, strike that. Did anyone
21 ever make you aware that the seller wanted to hire a
22 title company on his own?

23 THE INTERPRETER: You say a title company on
24 it -- on his own?

25 MS. WRIGHT: Yes.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

1 THE WITNESS: I don't know. I don't know.

2 BY MS. WRIGHT:

3 Q Okay. Give me one moment please. Okay. I
4 shared my screen now. I'm going to zoom in. Mr. Perez,
5 do you see on your screen a document entitled, "Counter
6 Defendant KP Investments Miami, LLC's Answer and
7 Affirmative Defenses to Counter Plaintiff's
8 Counterclaim"?

9 A Yes.

10 Q Okay. So, you've alleged -- as a Counter
11 Defendant, you've alleged four Affirmative Defenses in
12 response to Mr. Mirabal's Counterclaim. Okay. So, the
13 Second Affirmative Defense is unclean hands. You state
14 that you would clearly be injured as a result of not
15 being allowed to seek specific performance due to the
16 seller's actions. How would you be injured?

17 MR. DAMAS: Form.

18 THE INTERPRETER: Counsel, would you mind
19 highlighting what you just read?

20 MS. WRIGHT: Yeah.

21 THE INTERPRETER: Thank you, that would help
22 me.

23 THE WITNESS: In many ways.

24 BY MS. WRIGHT:

25 Q Okay. And what are those ways?



Perez, Carlos 10-27-2022

Page 47 of 80

1 MR. DAMAS: Same objection.

2 THE WITNESS: First of all, I sold my house
3 because I was already buying that other property.
4 So, I basically was left homeless. Okay. At that
5 moment, I had to rent an apartment, which is very
6 expensive, \$17,000 per month which I'm renting to
7 this day. I think that is a lack of respect.

8 BY MS. WRIGHT:

9 Q Now, \$17,000 a month. What building are you
10 renting in?

11 MR. DAMAS: He hasn't finished his last prior
12 answer.

13 THE WITNESS: It also affected me in the
14 moving, because I had to move. And at that moment,
15 there was nothing affordable in the market. Also,
16 when we signed the first contract it was for \$1.2
17 million. Now, I'm paying more for the property,
18 \$1.3 million.

19 BY MS. WRIGHT:

20 Q But the the first contract was -- was the
21 first contract cancelled because of Mr. Mirabal's
22 actions or yours?

23 A No, mine.

24 Q Have you ever made representations -- or did
25 you ever make representations after you signed the first



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 48 of 80

1 contract but before the second that you've already sold
2 your other property on 49th Street?

3 A I've only had a property on 49 Street, not
4 two.

5 Q Yeah. No. Okay. Let me restate that
6 question. Have you ever made representations that the
7 property on 49th Street was sold prior till you -- prior
8 to entering the second contract for the property in the
9 litigation that we're in right now?

10 MR. DAMAS: Form.

11 THE WITNESS: No, no, it was under contract.

12 BY MS. WRIGHT:

13 Q Okay. And was Ms. Ruiz aware that you could
14 not -- that you did not close on the property on 49th
15 Street like you intended to?

16 MR. DAMAS: Objection to form.

17 THE WITNESS: Are we talking about the first
18 contract or the second contract?

19 BY MS. WRIGHT:

20 Q The first contract.

21 A Yes.

22 Q When did you tell Ms. Ruiz that you did not
23 close on your property on 49th Street?

24 A Immediately after the inspection period ended.

25 MR. DAMAS: No, no, objection. That's not



Perez, Carlos 10-27-2022

Page 49 of 80

1 what he said... If you can just repeat the question
2 and then let him repeat the answer.

3 THE INTERPRETER: Okay. Sorry.

4 MS. WRIGHT: Madam Court Reporter, do you mind
5 reading off my question? And I'm not sure if you
6 take down his answer but his answer as well, if you
7 do.

8 THE COURT REPORTER: Okay. "When did you tell
9 Ms. Ruiz that you did not close on your property on
10 49th Street?"

11 THE WITNESS: During the inspection period.

12 MR. DAMAS: So, just for -- so, that was the
13 interpretation. He said, "In within the inspection
14 period."

15 BY MS. WRIGHT:

16 Q Okay. Well, regardless, Mr. Perez, at that
17 point, you were already aware that the property wouldn't
18 close?

19 A Yes.

20 Q Okay.

21 MS. WRIGHT: Let me stop. Madam Court
22 Reporter, I'm going to mark the -- let me get the
23 correct -- the Counter Defendant, KP Investments
24 Miami, LLC's Answer and Affirmative Defenses to
25 Counter Plaintiff's Counterclaim as Exhibit B.



Perez, Carlos 10-27-2022

Page 50 of 80

1 (Thereupon, Defendant's Exhibit B was entered
2 into the record.)

3 THE COURT REPORTER: Thank you.

4 MS. WRIGHT: Give me one moment please.

5 BY MS. WRIGHT:

6 Q I'm going to share my screen again. On your
7 screen, Mr. Perez, do you see Notice of Filing Affidavit
8 of Carlos Perez as member and Corporate Representative
9 of Counter Defendant, KP Investments Miami, LLC in
10 opposition to Counter Plaintiff's Motion for Summary
11 Judgment?

12 A Yes.

13 Q Great. I'm going to highlight something. Is
14 that your signature?

15 A Yes.

16 Q It states -- I'm putting up Paragraph Number 5
17 now. It states that at all times Counter Defendant was
18 willing and able to close on -- close the transaction.
19 What do you mean by that?

20 A Would you mind repeating the question, please?

21 Q Yeah, absolutely. So, in Paragraph 5 you
22 wrote that Counter Defendant, also known as KP
23 Investments Miami, LLC was willing and able to close the
24 transaction. I'm just wondering what you mean by that?

25 A To close the contract.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 51 of 80

1 Q I understand that. I'm just asking what you
2 mean by willing and able to close the transaction. It
3 says, "Close the transaction." So, why was this --

4 MS. WRIGHT: Sorry, Madam Interpreter.

5 BY MS. WRIGHT:

6 Q So, what was different at this point -- at the
7 point when you were ready to close on the second
8 contract then the first contract when you are unable to
9 close?

10 MR. DAMAS: Objection to form, misstatement of
11 facts.

12 THE WITNESS: Because we had the money all
13 ready to close.

14 BY MS. WRIGHT:

15 Q It states in Paragraph 13 that you learned
16 that the seller was attempting to sell the property to
17 another potential buyer for more than the purchase price
18 that you contracted with -- for, correct?

19 THE INTERPRETER: I'm sorry, the question was?

20 MS. WRIGHT: It just is, is that what
21 Paragraph 13 states?

22 THE WITNESS: Yes.

23 BY MS. WRIGHT:

24 Q Okay. How did you come to find out that the
25 seller had another potential buyer?



Perez, Carlos 10-27-2022

Page 52 of 80

1 A Through the realtor who heard it from the
2 seller's neighbor.

3 Q So, how did the realtor tell you this?

4 A Because she knew.

5 Q Okay. What was then -- how did she
6 communicate this information to you?

7 A How? By phone.

8 Q By phone. Do you remember what dates or what
9 day she called you?

10 A No.

11 Q Would you say it was after March 2nd, 2022?

12 A Yes.

13 Q Would you say it's closer to March 14th than
14 March 2nd?

15 A I don't know. That, I don't know.

16 Q Okay. How many phones do you have?

17 A One.

18 Q And what's your phone number?

19 A (786) 354-8685.

20 Q And what company do you use for your phone?

21 A T-Mobile.

22 Q Have you always used T-Mobile?

23 A Yes.

24 Q And has (786) 354-8685 always been your
25 telephone number?



Perez, Carlos 10-27-2022

Page 53 of 80

1 A Yes.

2 Q All right. And right now, we're looking at an
3 IBERIABANK statement from February 18th, 2022, correct?

4 A Yes.

5 Q And KP Investments Miami utilizes IBERIABANK
6 for banking?

7 A Yes. Now, it changed to First Horizon but
8 it's the same one.

9 Q Okay. So, just correct me if I'm wrong. You
10 used to bank with IBERIABANK and now you bank with First
11 Horizon?

12 A No, the bank just changed the name.

13 Q Oh, okay. So, you didn't change banks, the
14 bank's name changed?

15 A Yes.

16 Q Okay. I apologize, I didn't understand. Do
17 you remember the first -- the date of closing that it
18 was originally supposed to occur for the second
19 contract?

20 A Not exactly.

21 Q Would you say it was some time in February?

22 A Yes.

23 Q February 7th, perhaps?

24 MR. DAMAS: I can stipulate that the contract
25 speaks for itself, whatever is on the contract.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 54 of 80

1 BY MS. WRIGHT:

2 Q Okay. So, on your bank statements on February
3 7th, can you tell me how much you had in the bank?

4 A Close to \$1.8 million.

5 Q Okay. Well, I'm seeing here, seems on
6 February 7th, there was -- let's see, one, two, three,
7 four, five, six, seven, eight, nine, 10, 11, about 11
8 charges that were made. One totaling over \$120,000,
9 correct?

10 A Yes, if they are on the statement is because
11 they are correct.

12 Q Okay. And so, at this point you did not have
13 \$1.8 million, correct?

14 MR. DAMAS: No, that's not a proper -- let the
15 record reflect that Ms. Wright just showed the
16 Witness the first page of the exhibit that clearly
17 showed that on December 7th -- on February 7th,
18 there was \$1.8 million. She thereafter after
19 asking the question she scrolled down to I don't
20 know what page --

21 MS. WRIGHT: Okay. Well, this is my
22 deposition. I understand, you can let the record
23 reflect -- you can let the record -- no, no. You
24 can let the record what it was after I'm finish
25 questioning your client.



Perez, Carlos 10-27-2022

Page 55 of 80

1 MR. DAMAS: I would appreciate -- listen, we
2 can do this all day long.

3 MS. WRIGHT: You can let the -- you'll have
4 ample opportunity to question your client --

5 MR. DAMAS: No, no, we're not -- we're not
6 going to do any improper impeachment.

7 MS. WRIGHT: -- after I am done with taking
8 the deposition.

9 MR. DAMAS: Listen, we're not going to do an
10 improper impeachment. I could appreciate, you're
11 trying to create an issue for your case which you
12 have no case. But we're not doing an improper
13 impeachment --

14 MS. WRIGHT: Okay. Well, once again, I don't
15 appreciate you interrupting my deposition. I would
16 not do the same for you.

17 MR. DAMAS: Well, don't do an improper
18 impeachment. Do it correct.

19 MS. WRIGHT: You are constantly being
20 disrespectful and rude this entire deposition with
21 your unnecessary speaking objections.

22 MR. DAMAS: Right.

23 MS. WRIGHT: Your unnecessary talking in
24 Spanish in your client when you obviously know I do
25 not understand Spanish. I do not appreciate you



Perez, Carlos 10-27-2022

Page 56 of 80

1 constantly talking to your client, constantly
2 talking over me, absolutely not. You can take your
3 time and question him after and let the record
4 reflect what you believe it is. At this point,
5 it's my time to question your client.

6 MR. DAMAS: All right. Don't do improper
7 impeachments. And for a second effect, I've never
8 spoken to my client in Spanish.

9 MS. WRIGHT: Yes, you have. Yes, you have.
10 I've heard it with my ears and I --

11 MR. DAMAS: Let's not try to muddle the waters
12 here.

13 MS. WRIGHT: I'm not muddying the waters.
14 You're the one who has been talking to your client
15 underneath your breath as I'm taking breaks to
16 review my documents. I have heard it there,
17 it's --

18 MR. DAMAS: Okay. Well, you should have made
19 it on the record because I do not recall doing
20 that.

21 MS. WRIGHT: Okay. Well, I was giving you the
22 benefit of the doubt. At this point, if I hear you
23 talk to your client any more times, I will
24 absolutely let the record reflect.

25 MR. DAMAS: All right. Sounds great.



Perez, Carlos 10-27-2022

Page 57 of 80

1 MS. WRIGHT: Okay.

2 MR. DAMAS: Let's do it correctly.

3 MS. WRIGHT: I absolutely will. Madam Court
4 Reporter, I'm going to mark the Notice of Filing
5 Affidavit of Carlos Perez as Member and Corporate
6 Representative of Counter Defendant, KP Investments
7 Miami, LLC in Opposition to Counter Plaintiff's
8 Motion for Summary Judgment as Exhibit C.

9 (Thereupon, Defendant's Exhibit C was entered
10 into the record.)

11 BY MS. WRIGHT:

12 Q Are you aware that your attorney filed a
13 Motion for Summary Judgment in this case?

14 A Yes.

15 Q Did you sign the Affidavit in support of that
16 Motion for Summary Judgment?

17 A Yes.

18 Q Okay. On your screen right now, do you see a
19 document entitled, "Notice of Filing Affidavit of Carlos
20 Perez as Member and Corporate Representative of
21 Plaintiff, KP Investments Miami, LLC in supportive
22 Plaintiff's Motion for Summary Judgment"?

23 MS. WRIGHT: Let me zoom in, I'm sorry.

24 THE INTERPRETER: Thank you.

25 THE WITNESS: Yes.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 58 of 80

1 BY MS. WRIGHT:

2 Q Great. Is this your signature?

3 A Yes.

4 Q Okay. On Paragraph 7, you stated that the
5 Affiant was the sole Corporate Representative that acted
6 on behalf of the Plaintiff regarding the instinct
7 contract. Is that correct?

8 A Yes.

9 Q Is there any other person that could act as as
10 a corporate representative of KP Investments Miami, LLC?

11 MR. DAMAS: Objection to form.

12 THE WITNESS: No.

13 MR. DAMAS: And I want in the record, I
14 objected to form. Just making sure it's in there.

15 THE COURT REPORTER: Thank you.

16 MS. WRIGHT: Can I ask what the form objection
17 was?

18 MR. DAMAS: Well, you're asking him whether --
19 you're asking him a legal question, right, whether
20 he is the only corporate representative? He doesn't
21 really know. He's already objected -- he doesn't --
22 -- he's not a legal expert.

23 MS. WRIGHT: Okay. I'll re-ask the question.

24 BY MS. WRIGHT:

25 Q Is there another member to KP Investments



Perez, Carlos 10-27-2022

Page 59 of 80

1 Miami, LLC?

2 MR. DAMAS: Form.

3 THE WITNESS: No.

4 BY MS. WRIGHT:

5 Q You testified here -- I mean, you signed an
6 Affidavit here that states, Paragraph 9, "The Affiant
7 attest that at no prior time to filing the instant
8 litigation the Defendant advised Plaintiff that
9 Defendant was negotiating a payoff with his bank." Is
10 that correct?

11 THE INTERPRETER: I'm sorry. One second.

12 MS. WRIGHT: I have it highlighted, Madam
13 Court Reporter just for your ease.

14 THE WITNESS: Yes, I see that.

15 BY MS. WRIGHT:

16 Q Okay. And previously, you testified that you
17 were aware of the negotiations with the bank, correct?

18 MR. DAMAS: Objection to form. Go ahead.

19 THE WITNESS: Afterwards.

20 BY MS. WRIGHT:

21 Q But previously, you stated that your attorney
22 advised you of it before filing the instant litigation,
23 correct?

24 MR. DAMAS: Misstatement of facts. Let's not
25 put word into his mouth.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 60 of 80

1 THE WITNESS: No, it was after filing the
2 lawsuit.

3 BY MS. WRIGHT:

4 Q Okay. And you also told me previously that
5 Ms. Ruiz told you that Mr. Mirabal was negotiating with
6 the banks, correct?

7 MR. DAMAS: Objection. You've been continue
8 putting words in the Witness's mouth, for the
9 record --

10 MS. WRIGHT: Okay. And I also ask you to
11 please stop making speaking objection. So, if you
12 will just allow the Witness to testify. If you're
13 telling him not to answer, then I'll certify the
14 question. But at this point, there's no reason,
15 there's no attorney-client privilege or other
16 privilege being objective.

17 MR. DAMAS: Let's not misstate the facts then.
18 Let's simply not misstates the facts.

19 MS. WRIGHT: Okay. Well, let's -- let me ask
20 the questions and also, I'll advise your client
21 that you remember you are under oath, so, please
22 answer truthfully.

23 THE WITNESS: Okay.

24 BY MS. WRIGHT:

25 Q Okay. So, please answer my question.



Perez, Carlos 10-27-2022

Page 61 of 80

1 A Everything was done before -- I mean, after I
2 hired my attorney, because he's the one that inquired at
3 the bank.

4 Q So, your attorney inquired with the bank in
5 regards to the foreclosure. Is that what you testified?

6 MR. DAMAS: I'm going to instruct my client
7 not to divulge any information, any -- and I would
8 like the Court Reporter to -- I mean the
9 Interpreter to translate this. Not to divulge any
10 conversation that we've had regarding anything
11 that's privileged, attorney-client privilege,
12 please.

13 MS. WRIGHT: I've already -- too. It's not my
14 fault.

15 MR. DAMAS: Okay. And my client has already
16 testified that he --

17 MS. WRIGHT: Okay. Please stop testifying for
18 your client. This is not your deposition.

19 MR. DAMAS: I'm not -- listen, you know what?

20 MS. WRIGHT: Mr. Damas, this is not your
21 deposition. This is my time to question your
22 client. If you want to clarify and you want --

23 MR. DAMAS: Let's stop the deposition -- let's
24 stop -- let's suspend the deposition. Let's get
25 the Judge on the line.



Perez, Carlos 10-27-2022

Page 62 of 80

1 MS. WRIGHT: -- to add things to the record,
2 then you can go ahead and do that. I am -- it is
3 my deposition. It is my deposition.

4 MR. DAMAS: I understand that but you're not
5 doing a correct deposition. I'm sorry, I can't
6 educate you --

7 MS. WRIGHT: Yes, I am. It's not my fault
8 that your client has testified to one thing and
9 then a different thing and then a different thing.

10 MR. DAMAS: -- I'm just trying to make a
11 record.

12 MS. WRIGHT: I'm just trying to get this story
13 straight.

14 MR. DAMAS: Okay. Sure.

15 MS. WRIGHT: You'll have the opportunity to
16 clarify the record when you ask questions of you
17 client.

18 MR. DAMAS: Absolutely.

19 MS. WRIGHT: At this point, it is my time.

20 MR. DAMAS: Absolutely. Go ahead.

21 MS. WRIGHT: It is my time.

22 MR. DAMAS: Okay.

23 MS. WRIGHT: Please, have some respect.

24 MR. DAMAS: Ask the question correctly. That's
25 all I'm asking.



Perez, Carlos 10-27-2022

Page 63 of 80

1 MS. WRIGHT: I asked him multiple times. It's
2 not my fault your client continues to divulge
3 information that you may or may not have told him
4 not to. I will continue.

5 BY MS. WRIGHT:

6 Q Did Ms. Ruiz, as you testified previously,
7 tell you that Mr. Mirabal was negotiating with the bank?

8 MR. DAMAS: Form.

9 THE WITNESS: No, I don't remember that part.
10 I mean, I don't know.

11 BY MS. WRIGHT:

12 Q Okay. The record will reflect what he
13 testified to. You stated that you tendered as for
14 deposit in a timely manner and required by the contract.
15 Do you have anything to prove that?

16 THE INTERPRETER: I'm sorry, Counsel. And the
17 question was?

18 BY MS. WRIGHT:

19 Q Do you have any documentation to prove that
20 you tendered the deposit timely?

21 A Yes.

22 Q Okay. And what documentation do you have to
23 prove that?

24 A Escrow letters, escrow letters.

25 Q Escrow letters, okay. And do you know when



Perez, Carlos 10-27-2022

Page 64 of 80

1 you tendered the escrow deposit?

2 A No.

3 Q Okay. Paragraph 19, you attest to the fact
4 that there was a prior instinct contract where Plaintiff
5 and Defendant entered into for a considerably lower sale
6 price, but the contract was mutually cancelled. But
7 isn't it true that the only reason that contract was
8 cancelled was because you didn't have the funds to pay
9 for the property?

10 MR. DAMAS: Objection to form.

11 MS. WRIGHT: What's the form objection?

12 MR. DAMAS: Well, it's mean -- it doesn't mean
13 because he didn't have the funds. It has nothing
14 to do with whether it was not, it was mutually
15 cancelled.

16 MS. WRIGHT: What's the form objection?

17 MR. DAMAS: You're asking incorrect questions,
18 improper --

19 MS. WRIGHT: No, what's the form objection?
20 Give me the name of the form, what's wrong with it?
21 I have the right to correct my question. If you
22 can't give me the name of the form objection, an
23 incorrect question is not a form of objection,
24 please.

25 MR. DAMAS: It's a misstatement of facts.



Perez, Carlos 10-27-2022

Page 65 of 80

1 MS. WRIGHT: No, it's not. Your client
2 previously testified that he did not have the funds
3 to move forward on the first contract.

4 MR. DAMAS: Ms. Wright, I'm not going to
5 correct your record. The record speaks for itself.
6 But I'm going to --

7 MS. WRIGHT: Exactly.

8 MR. DAMAS: -- encourage --

9 MS. WRIGHT: All right.

10 MR. DAMAS: I'm going to encourage you in
11 today's deposition --

12 MS. WRIGHT: All right. Excuse me, Mr. Damas.
13 It's my deposition, let me move forward.

14 MR. DAMAS: Okay.

15 BY MS. WRIGHT:

16 Q Mr. Perez, did KP Investments Miami, LLC have
17 the funds to close on the first contract?

18 A Yes.

19 Q Okay. So, I'm going to -- actually, I'm going
20 to remind you again that you are under oath. At the
21 time it was to close on the first contract, KP

22 Investments Miami, LLC had \$1.2 million to close on the
23 property. Is that correct? Remember you're under oath.

24 A Yes.

25 Q Okay.



Perez, Carlos 10-27-2022

Page 66 of 80

1 MS. WRIGHT: Madam Court Reporter, I'm going
2 to mark of a Notice of Filing Affidavit of Carlos
3 Perez as Member and Corporate Representative of
4 Plaintiff, KP Investments Miami LLC, in Support to
5 Plaintiff's Motion for Summary Judgment as I
6 believe this is Exhibit D, correct?

7 THE COURT REPORTER: Yes.

8 MS. WRIGHT: Okay. Wonderful. Thank you.

9 (Thereupon, Defendant's Exhibit D was entered
10 into the record.)

11 BY MS. WRIGHT:

12 Q And before I exit. Mr. Perez, did you
13 understand this document before you were -- before you
14 signed it?

15 A Yes.

16 Q Previously, I asked you if you were the sole
17 Corporate Representative and your attorney objected. Did
18 you understand what that meant?

19 MR. DAMAS: Same objection.

20 THE WITNESS: Yes.

21 BY MS. WRIGHT:

22 Q Okay. And also, I'm going to scroll down. Do
23 you know who Kenneth Damas is?

24 MR. DAMAS: That's me.

25 MS. WRIGHT: I understand. I'm asking your



Perez, Carlos 10-27-2022

Page 67 of 80

1 client.

2 THE WITNESS: Yes.

3 BY MS. WRIGHT:

4 Q Okay. Who is he?

5 A He is my attorney.

6 Q Okay. And your attorney also acted as the
7 notary, correct?

8 A Yes.

9 Q Okay. When you sign this document, was Mr.
10 Damas in the room with you?

11 A Yes.

12 Q Okay. And there seems to be a correction
13 here, so, I just want to make sure. What date was this
14 Affidavit signed by you?

15 A I don't remember exactly.

16 Q Okay. Well, I'll zoom in and you can tell me
17 what day this was signed.

18 A October 19th, 2022.

19 Q Okay. Was there a reason why the date needed
20 to be changed?

21 A I don't remember.

22 Q Did -- was the notary stamp on this document
23 before you signed it?

24 A I don't remember.

25 Q Okay. Last exhibit. Mr. Perez, do you see on



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 68 of 80

1 your screen a Notice of Filing Affidavit of Attorney --

2 I may say this wrong -- Amarilis E. Adorno-Cunill?

3 Please correct me if I'm wrong, I butchered that.

4 (Thereupon, Defendant's Exhibit E was entered
5 into the record.)

6 THE WITNESS: Yes.

7 BY MS. WRIGHT:

8 Q Okay. And who is Attorney Amarilis E. Adorno-
9 Cunill?

10 A They are several, they are law firms.

11 Q So, this isn't a person?

12 MS. WRIGHT: Mr. Damas, I heard something in
13 the background. I just want the record TO reflect.

14 MR. DAMAS: Yeah, it's just the way that it
15 was interpreted. He understood it Adorno-Cunill &
16 Damas Law Firm, not Amarilis Adorno.

17 MS. WRIGHT: Okay.

18 MR. DAMAS: I'm just trying to --

19 MS. WRIGHT: Madam Court Court Reporter, can
20 you please ask the question again who Amarilis E.
21 Adorno-Cunill is?

22 THE COURT REPORTER: I'm sorry. Are you
23 speaking to me or the Interpreter?

24 MS. WRIGHT: Oh, I'm sorry. I'm sorry, the
25 Interpreter. I'm sorry, Madam Court Reporter.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 69 of 80

1 Madam Interpreter, can you please ask the question
2 again, who is Amarilis E. Adorno-Cunill?

3 THE WITNESS: Amy Adorno.

4 BY MS. WRIGHT:

5 Q Okay. So, this individual also goes -- also
6 is known as Amy Adorno?

7 A Yes.

8 Q Okay. Well, Amy is a lot easier for me to
9 say. So, I'm going to refer to this individual as Ms.
10 Adorno. Okay. Who is Ms. Adorno?

11 A The attorney of the title.

12 Q Okay. It states here that you, KP Investments
13 Miami, LLC retained the services of Ms. Adorno to act as
14 the closing agent. Do you know when you've retained her
15 services?

16 A When we were under contract.

17 Q Okay. Great. Typically, as someone who does
18 multiple real estate investment deals, does a title
19 search -- when does a title search occur, before or
20 after closing?

21 THE INTERPRETER: I'm sorry, before or after
22 what?

23 MS. WRIGHT: Closing.

24 THE INTERPRETER: Thank you.

25 MR. DAMAS: Form.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 70 of 80

1 MS. WRIGHT: You can answer, Mr. Perez.

2 THE WITNESS: Before.

3 BY MS. WRIGHT:

4 Q Okay. Great. For this property in question,
5 was the title search conducted before or after you sued
6 Mr. Mirabal?

7 MR. DAMAS: Objection to form.

8 THE WITNESS: Before.

9 BY MS. WRIGHT:

10 Q Okay. So, Ms. Adorno, testified in her
11 Affidavit that pursuant to the title search, the
12 property was encumbered by two mortgages. One being
13 Deutsche Bank, and the other one -- and another one. I
14 don't see the other one here. Index Mortgage Loan.

15 So, my question to you is, were you aware or
16 were your agents aware that this property -- that there
17 was a mortgage on this property before or after you
18 instituted suit against my -- against Mr. Mirabal?

19 MR. DAMAS: Ms. Wright, I mean no disrespect,
20 but I think you're going to have to re-ask your
21 question. I know what you're trying to say, but
22 it's not going to come out how you're trying to ask
23 it. If you want, you can read back the question,
24 but.

25 MS. WRIGHT: Okay.



Perez, Carlos 10-27-2022

Page 71 of 80

1 MR. DAMAS: Go on.

2 THE INTERPRETER: This is the Interpreter
3 speaking, Ms. Wright. It was a little bit long --

4 MS. WRIGHT: Okay, I understand. Let me --

5 THE INTERPRETER: Thank you. I don't want to
6 make a mistake.

7 MS. WRIGHT: Let me --

8 MR. DAMAS: I would break it down. Not
9 telling you what to do, but I would break it down
10 in pieces.

11 MS. WRIGHT: Thank you.

12 BY MS. WRIGHT:

13 Q Is it true pursuant to this Affidavit that Ms.
14 Adorno did a title search and it revealed that there was
15 two mortgages pursuant to Paragraph 9 of this Affidavit?

16 A I don't know.

17 Q You previously testified that title searches
18 occur before closing, correct?

19 A The closing? Yes.

20 Q Okay. And did you sue Mr. Mirabal before or
21 after closing was supposed to occur?

22 A Afterward.

23 Q Okay. And I'm just reading what Ms. Adorno
24 testified to in her Affidavit. It says, "Pursuant to
25 the title search, the property subject to this



Perez, Carlos 10-27-2022

Page 72 of 80

1 transaction is encumbered by two mortgages, one of which
2 is subject to a foreclosure action, Deutsche Bank,
3 National Trust." Is it true -- or strike that. Are you
4 aware -- well, strike that. Were you aware of prior to
5 closing that the property in question was encumbered by
6 a mortgage?

7 A I don't know about that.

8 MR. DAMAS: And then, just to clarify the
9 interpretation, I believe Counsel asked if it was
10 encumbered by a mortgage, not -- she didn't
11 necessarily say two mortgages, unless I heard it
12 incorrectly.

13 MS. WRIGHT: You know, I said two. I
14 understand how it could be confusing because there
15 was one mortgage that was subject to a foreclosure
16 actions, but there was two mortgages. So, I
17 understand how that could be confusing. Madam
18 Court Reporter, is there any way you can read back
19 to me the question I asked two or three questions
20 ago that was never answered?

21 THE COURT REPORTER: To be quite honest, I've
22 been hearing answers, but I'll do it. Yeah. So,
23 the last, "Is it true, pursuant to this Affidavit
24 that Ms. Adorno did a title search and it revealed
25 that there was two mortgages pursuant to Paragraph



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 73 of 80

1 9 to this Affidavit?" Answer is, "I don't know."

2 MS. WRIGHT: Okay.

3 THE COURT REPORTER: "You previously testified
4 that title searches occur before closing, correct?"
5 The answer was, "Yes." And the next question was,
6 "Okay. And did you sue Mr. Mirabal before or after
7 closing?" The answer was, "Afterward."

8 MS. WRIGHT: Okay.

9 THE COURT REPORTER: Those were the last three
10 priors before you started asking the other
11 questions.

12 MS. WRIGHT: Okay. All right. We can move
13 on. If you can, can you give me five minutes to
14 review my notes and then I most likely will have no
15 further questions.

16 MR. DAMAS: We'll be here.

17 THE WITNESS: Okay.

18 THE COURT REPORTER: Okay. Off the record.
19 (Thereupon, a short discussion was held off
20 record.)

21 (Deposition resumed.)

22 THE COURT REPORTER: Okay. And we're back on
23 the record at 03:44 p.m.

24 MR. DAMAS: And do I have the Interpreter --
25 I'm sorry, the screen is not showing very well. Is



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 74 of 80

1 the Interpreter --

2 THE INTERPRETER: Yes, I'm here.

3 MR. DAMAS: All right. Perfect.

4 THE INTERPRETER: Yes, thank you. I'm here.

5 MR. DAMAS: Okay. Cool.

6 CROSS EXAMINATION

7 BY MR. DAMAS:

8 Q All right, Mr. Perez, what's your first
9 language?

10 A Spanish.

11 Q Do you feel comfortable doing this deposition
12 in English?

13 A No.

14 Q Now, during your Direct Examination you were
15 asked -- do you remember being asked how you were
16 damaged by Mr. Mirabal not closing on the transaction?

17 A Yes. In different ways, I have had to spend
18 money paying rental and hiring an attorney. And I have
19 not been able to find a property for \$1.3 million in
20 that area.

21 Q And the last question I'm going to ask --

22 MR. DAMAS: And I'm going to ask, Ms. Wright.

23 Ms. Wright, will you be able to share Exhibit A the
24 Complaint for me?

25 MS. WRIGHT: Yeah.



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 75 of 80

1 MR. DAMAS: And just show the contract
2 attached to the Complaint?

3 MS. WRIGHT: Yeah, absolutely. One moment.

4 MR. DAMAS: And I'm just going to ask --

5 MS. WRIGHT: Is there a specific page you want
6 me to go to?

7 MR. DAMAS: I'm going to ask him to look at
8 the first page, if you could zoom in.

9 MS. WRIGHT: Let zoom out a little so it's all
10 on one page.

11 MR. DAMAS: Perfect. Yeah, it's perfect. I
12 just want to -- I want it to show the top of it.
13 All right.

14 BY MR. DAMAS:

15 Q Mr. Perez, I'm showing you what has been
16 previously marked by Defendant's Attorney as Exhibit A.
17 It's the contract that you entered --

18 THE INTERPRETER: I'm sorry.

19 THE WITNESS: Yes.

20 BY MR. DAMAS:

21 Q And is this the contract you guys entered?

22 A Yes.

23 MR. DAMAS: And then, can I have you -- Ms.
24 Wright, last request. Go to the signature page, it
25 should be page, I think, 12.

Perez, Carlos 10-27-2022

Page 76 of 80

1 MS. WRIGHT: Yeah, absolutely. Give me one
2 moment.

3 BY MR. DAMAS:

4 Q Okay. And Mr. Perez, do you see now on Page
5 12 of the contract, do you see buyer?

6 A Yes.

7 Q And did you sign on behalf of KP Investments
8 Miami, LLC?

9 A Yes.

10 MR. DAMAS: Okay. I have no further
11 questions.

12 MS. WRIGHT: Mr. Damas, do you want to advise
13 your client of whether he read or waive?

14 MR. DAMAS: Yeah, we're going to read.

15 (Deposition concluded at 03:48 p.m.)

16 (Reading and signing of the deposition by the
17 Witness has been reserved.)
18
19
20
21
22
23
24
25



Perez, Carlos 10-27-2022

Page 77 of 80

1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA

3 COUNTY OF POLK
4

5 I, Maria Espinoza-Wright, Court Reporter and
6 Notary Public for the State of Florida, do hereby
7 certify that I was authorized to and did digitally
8 report and transcribe the foregoing proceedings, and
9 that the transcript is a true and complete record of my
10 notes.

11 I further certify that I am not a relative,
12 employee, attorney or counsel of any of the parties,
13 nor am I a relative or employee of any of the parties'
14 attorneys or counsel connected with the action, nor am
15 I financially interested in the action.
16

17 Witness my hand this 20th day of December, 2022.
18
19

20 *Maria Espinoza*
21

22 MARIA M. ESPINOZA-WRIGHT, CER
23 NOTARY PUBLIC, STATE OF FLORIDA
24
25



Perez, Carlos 10-27-2022

Page 78 of 80

CERTIFICATE OF OATH

STATE OF FLORIDA

COUNTY OF POLK

I, Maria Espinoza-Wright, the undersigned
authority, certify that Carlos Perez, appeared before
me remotely pursuant to Florida Supreme Court Order
AOSC20-23 and was duly sworn on the 27th day of
October, 2022.

Witness my hand this 20th day of December, 2022.

Maria Espinoza

MARIA M. ESPINOZA-WRIGHT, CER
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO.: HH 319512
COMMISSION EXP.: 10/06/2026



Perez, Carlos 10-27-2022

Page 79 of 80

1 DATE: December 20, 2022
2 TO: Carlos Perez
3 C/O Kenneth M. Damas, Esquire
4 Law Offices of Adorno-Cunill & Damas, PL
5 1000 Brickell Avenue, Suite 720
6 Miami, Florida 33131
7
8 IN RE: KP Investments Miami, LLC, a Florida Limited
9 Liability Company, vs. Mario Mirabal
10
11 CASE NO.: 2022-004706-CA-01

12 Dear Mr. Perez,

13 Please take notice that on October 27, 2022, you gave
14 your deposition in the above-referenced matter. At
15 that time, you did not waive signature. It is now
16 necessary that you sign your deposition. You may do so
17 by contacting your own attorney or the attorney who
18 took your deposition and make an appointment to do so
19 at their office. You may also contact our office at
20 the below number, Monday - Friday, 9:00 AM - 5:00 PM,
21 for further information and assistance.

22 If you do not read and sign your deposition within
23 thirty (30) days, the original, which has already been
24 forwarded to the ordering attorney, may be filed with
25 the Clerk of the Court.

If you wish to waive your signature, sign your name in
the blank at the bottom of this letter and promptly
return it to us.

Very truly yours,

Maria Espinoza-Wright, CER
Universal Court Reporting
(954) 712-2600

I do hereby waive my signature.

Carlos Perez

cc: via transcript:

Gabrielle Wright, Esquire

Perez, Carlos 10-27-2022

Page 80 of 80

ERRATA SHEET

I wish to make the following changes, for the following reasons:

PAGE NO. LINE NO.

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

CHANGE

REASON

SIGNATURE

DATE



UNIVERSAL
COURT REPORTING

877.291.3376
www.UCRinc.com

Perez, Carlos 10-27-2022

Page 1 of 27

<u>\$</u>		<u>33140</u> 19:18	<u>786</u> 52:19,24
\$1.2 29:20	<u>2</u>	21:3	7th 53:23
47:16 65:22	20 79:1	33441 2:9	54:3,6,17
\$1.3 30:1	2012 19:12	354-8685	<u>8</u>
47:18 74:19	2015 13:9,10	52:19,24	8 42:13
\$1.8	2018 20:18	381-9999 2:5	<u>9</u>
54:4,13,18	2021 20:7,18	<u>4</u>	9 59:6 71:15
\$120,000 54:8	24:20,24	44 4:4	73:1
\$17,000 47:6,9	29:11	49 48:3	9:00 79:11
<u>0</u>	2022 1:17 6:2	49th 19:18	954 2:10
004706-CA-01	7:14 24:25	20:21	954) 712-2600
7:15	35:22 40:8	24:10,12,19	79:19
02:18 37:15	52:11 53:3	25:1,6,19,24	<u>A</u>
03:44 73:23	67:18 77:17	26:22,24	ability 18:6
03:48 76:15	78:9,10	27:18	able
<u>1</u>	79:1,8	48:2,7,14,23	8:13,22,23
1:00 1:18	2022-004706-	49:10	9:12 11:22,24
10 54:7	CA-01 1:3	<u>5</u>	17:11 41:14
10/06/2026	79:6	5 50:16,21	50:18,23 51:2
78:16	20th 77:17	5:00 79:11	74:19,23
100 38:22	78:10	50 4:6	about 9:22
1000 2:4 79:3	21 5:3	563 19:17	16:3 21:12,24
11 54:7	22 5:3	57 4:9	23:2,16 29:12
11TH 1:1	27 1:17 6:2	570-6757 2:10	48:17 54:7
12 75:25 76:5	79:8	<u>6</u>	72:7
13 5:3	270 2:9	66 4:12	above-
51:15,21	27th 78:8	68 4:14	referenced
14th 52:13	2nd 52:11,14	<u>7</u>	79:8
18th 53:3	<u>3</u>	7 3:3 58:4	absolutely
19 64:3	3:48 1:18	720 2:4 79:3	24:22 34:7
19th 67:18	30 79:13	725 20:21	38:21 50:21
1st 40:8	305 2:5	24:10,12,18	56:2,24 57:3
	319512 78:15	74 3:5	62:18,20 75:3
	33131 2:4 79:3		76:1
	33139 20:22,25		act 33:22 58:9
			69:13



acted 58:5 67:6	67:14 68:1 70:11 71:13,15,24 72:23 73:1	28:13 43:24 69:14	49:17 58:21 61:13,15 79:13
acting 28:13		agents 33:22 43:18 70:16	also 8:10 15:2 40:6 43:10 47:13,15 50:22 60:4,10,20 66:22 67:6 69:5 79:11
action 30:8,13,24 34:24 72:2 77:14,15	Affirmative 4:5 46:7,11,13 49:24	ago 72:20	
actions 46:16 47:22 72:16	affordable 47:15	agree 17:4	
actually 15:24 65:19	after 6:8 28:22 29:5,13 30:14,19 32:25 35:17,20,21 37:23 41:25 43:23 47:25 48:24 52:11 54:18,24 55:7 56:3 60:1 61:1 69:20,21 70:5,17 71:21 73:6	agreed 23:24	
add 24:20 62:1		ahead 59:18 62:2,20	although 15:6
additional 31:2 43:15		alcohol 18:9,12	always 52:22,24
address 20:20		Alfonso 35:24 36:5,9	am 6:20 7:9 25:11,15 45:8 55:7 62:2,7 77:11,13,14 79:11
Adorno 35:11 68:8,16 69:3,6,10,13 70:10 71:14,23 72:24	afternoon 7:8,23	all 1:19 6:22 7:2 9:21 11:8 12:6,7,16,17 14:16 17:15 26:9 27:2 30:2 39:16 41:21,25 42:6,8 47:2 50:17 51:12 53:2 55:2 56:6,25 62:25 65:9,12 73:12 74:3,8 75:9,13	Amarilis 4:14 68:2,8,16,20 69:2
Adorno-Cunill 2:3 4:14 68:2,15,21 69:2 79:2	afterwards 32:15 59:19	alleged 46:10,11	amount 10:16
advise 41:3 60:20 76:12	again 7:18 9:14 11:2 12:11 13:19 22:17 31:16 36:13 43:4 50:6 55:14 65:20 68:20 69:2	allow 8:7 15:8 36:15 37:7 60:12	ample 55:4
advised 20:5 21:10,22 35:2 59:8,22		allowed 46:15	Amy 35:11 69:3,6,8
affected 47:13		alongside 17:24 18:2	and/or 17:2 41:13
Affiant 58:5 59:6	against 34:24 70:18	already 11:6,18,19 12:2 36:19 47:3 48:1	another 16:10 18:14 34:5 51:17,25 58:25 70:13
Affidavit 4:7,10,13 50:7 57:5,15,19 59:6 66:2	agent 24:11		answer 4:5 8:8,24 10:20 11:11,14,17 12:3 14:1,9,22 15:9 16:16 22:18,23 23:10 29:1 32:8 36:11



40:19 43:25 46:6 47:12 49:2, 6, 24 60:13, 22, 25 70:1 73:1, 5, 7 answered 11:6 12:2 72:20 answering 27:3 37:4 answers 8:11 27:3 36:16 43:23 72:22 any 9:4 10:11 11:8 13:16 14:4, 10 16:8 18:5, 9, 11 27:1, 21 30:15, 17 31:15 33:22 41:13 45:15, 16 55:6 56:23 58:9 61:7, 9 63:19 72:18 77:12, 13 anymore 41:20 anyone 9:1 16:10, 14 17:24 44:6, 7 45:19, 20 anything 43:5 61:10 63:15 AOSC20-23 1:20 78:8 apartment 47:5 apartments 45:7 apologize 6:25 7:3 27:14	53:16 appearance 6:17 APPEARANCES 2:1 appeared 1:19 78:6 appearing 27:1 appointment 79:10 appreciate 37:6 55:1, 10, 15, 25 area 74:20 arrested 18:15 ask 8:7, 10, 16, 18, 22 9:12 11:2 12:5, 6, 7, 9 13:18 14:4, 16, 20 15:8 17:17 18:4, 14 21:18 22:9, 17 29:5 30:2 31:17 32:8 34:16 37:6 40:2 41:12 58:16 60:10, 19 62:16, 24 68:20 69:1 70:22 74:21, 22 75:4, 7 asked 8:23 11:5, 18, 21 16:1 30:5 31:20 40:19 44:10 63:1 66:16 72:9, 19	74:15 asking 6:21, 22 11:15 14:7, 13 17:6 30:17 32:1, 9 36:10 40:18 51:1 54:19 58:18, 19 62:25 64:17 66:25 73:10 asks 15:7 assistance 79:12 assistant 34:5 attached 75:2 attempted 14:12 attempting 34:2 51:16 attending 9:17 attest 59:7 64:3 attorney 4:14 7:9 10:4 15:7 30:16, 19 31:16, 20, 22 32:19 33:1, 9 34:15, 23, 25 35:2, 7 39:1, 10 40:2 41:14 42:23 43:6 45:1 57:12 59:21 61:2, 4 66:17 67:5, 6 68:1, 8 69:11 74:18 75:16 77:12 79:10, 14 attorney- client 60:15	61:11 attorneys 77:14 attorney's 35:10 43:11, 13, 16 authority 14:19 78:6 authorized 77:7 Avenue 2:4, 9 79:3 aware 14:2 19:16, 22 28:11 30:7 31:12 32:17 42:19 43:10, 14, 22 44:11 45:9, 19, 21 48:13 49:17 57:12 59:17 70:15, 16 72:4 away 12:6, 7 B back 16:13 22:20 26:1 31:11 32:23 33:4, 8 37:4, 14 70:23 72:18 73:22 background 68:13 badger 36:19 bank 31:10, 13 32:18, 23 33:3, 7 42:20 43:19 44:9 53:10, 12
---	---	--	---



54:2,3 59:9,17 61:3,4 63:7 70:13 72:2 banking 53:6 banks 53:13 60:6 bank's 53:14 Bar 6:19 basically 47:4 basis 39:23 Beach 2:9 19:18 20:21 because 8:4,13 15:7,24 17:6,16 20:10 22:17 23:23 24:3,4 25:21 31:10 34:25 42:2,23 44:25 47:3,14,21 51:12 52:4 54:10 56:19 61:2 64:8,13 72:14 before 8:2,5,7 9:2,4,10,13,1 7 16:6,7 33:20 35:7,17,21,23 37:22,24 45:8 48:1 59:22 61:1 66:12,13 67:23 69:19,21 70:2,5,8,17 71:18,20 73:4,6,10 78:6 begin 7:5	beginning 20:6 24:25 behalf 1:16 2:2,7 6:15 7:10 33:22 39:2,10 44:7 58:6 76:7 believe 14:21 18:25 56:4 66:6 72:9 below 79:11 benefit 56:22 between 20:18 30:16,18 31:13,15,22 42:19 43:5 bit 10:16 32:14 38:19 71:3 blank 79:16 both 23:24 27:23 28:16 bottom 79:16 break 8:20 37:8 71:8,9 breaks 56:15 breath 56:15 Brickell 2:4 79:3 bring 34:5 bringing 17:11 building 47:9 business 45:3,4 businesses 45:6,8	butchered 68:3 buy 14:13 28:1,3,6,23 29:7,17,22 44:25 45:6 buyer 42:16 45:20 51:17,25 76:5 buying 47:3 C C/O 79:2 call 21:10,22 called 6:8 19:25 20:4 41:5 44:8 52:9 came 32:20 43:11 camera 38:15 can 7:5 14:3,16 15:9 16:16,22 17:17 20:23 21:20 22:17 23:10 24:16 25:13 29:1 34:6,11,16 36:16 38:13,20 39:16 40:1 43:25 49:1 53:24 54:3,22,23,24 55:2,3 56:2 58:16 62:2 67:16 68:19 69:1 70:1,23 72:18 73:12,13	75:23 cancellation 23:25 cancelled 23:20 28:22 29:6,10,14 47:21 64:6,8,15 can't 16:20 27:12 62:5 64:22 Carlos 1:15 3:2 4:7,10 6:1,7 7:13 15:13 24:15 50:8 57:5,19 66:2 78:6 79:1,22 case 1:3 6:18 7:11,14 9:17 10:5 12:22 44:21 55:11,12 57:13 79:6 cash 28:2,3,6,7 cc 79:23 CER 1:24 77:22 78:14 79:18 CERTIFICATE 77:1 78:1 CERTIFIED 5:1 certify 14:23 60:13 77:7,11 78:6 change 44:6 53:13 80:4,6,8,10,1 2,14,16,18,20
--	--	--	--



,22	65:1 67:1	communicate	64:5
changed	76:13	52:6	constantly
53:7,12,14	clients 16:8	company 1:6	37:4 55:19
67:20	client's 10:19	13:5 15:4,20	56:1
changes 80:2	close 25:4	19:4 44:20,25	contact 79:11
charges 54:8	31:2,7 39:22	45:2,10,22,23	contacting
chose 36:17	41:1 45:1,2,4	52:20 79:5	31:11 79:10
circle 26:1	48:14,23	company's	continue
Circuit 1:1	49:9,18	15:20	15:12,15,16
7:14	50:18,23,25	complaint 4:4	60:7 63:4
citizenship	51:2,3,7,9,13	10:17 38:14	continued 12:5
19:13,14	54:4	39:9,20 44:15	continues 63:2
claims 12:16	65:17,21,22	74:24 75:2	continuing
clarification	closer 52:13	complete 77:9	12:9
34:17	closing 23:24	computer 41:24	contract 22:11
clarify 12:15	24:24 30:20	concerned	23:14,16,19
17:5 23:22	33:2 35:22	17:25	24:3,4,7,23
61:22 62:16	40:6,12	concluded	25:7,10,14
72:8	42:14,15	76:15	28:3,7,20,22,
clean 27:20	45:1,5,15	conducted 70:5	23
clear 17:21	53:17	conference	29:6,7,10,13,
19:19	69:14,20,23	42:5	16,21,22
27:6,11,13,14	71:18,19,21	confidential	35:18 37:23
clearly 46:14	72:5 73:4,7	31:21	39:5 45:13,14
54:16	74:16	confirm	47:16,20,21
Clerk 79:14	clothing	32:13,16	48:1,8,11,18,
client	18:23,24	confused 17:6	20 50:25 51:8
11:10,18,24	19:1,3,4	25:21	53:19,24,25
13:25 14:22	Code 20:23	confusing	58:7 63:14
30:16	Colombia	72:14,17	64:4,6,7
31:16,22	18:21,22	confusion	65:3,17,21
34:25	come	34:22	69:16
36:19,24	21:5,12,24	connected	75:1,17,21
54:25 55:4,24	30:10,11	77:14	76:5
56:1,5,8,14,2	51:24 70:22	connection	contracted
3 60:20	comfortable	12:22	51:18
61:6,15,18,22	74:11	considerably	contracts 23:7
62:8,17 63:2	COMMISSION		25:23 39:1
	78:15,16		conversation



61:10	19:8 21:13	CROSS 3:4 74:6	59:2,18,24
conversations	27:8 39:4	Cunill 68:9	60:7,17
22:5,22 23:2	40:9 46:18		61:6,15,19,20
30:18 33:10	63:16 72:9		,23
Cool 74:5	77:12,14	D	62:4,10,14,18
corporate 1:15	Counselor 12:3	DAMA 7:2	,20,22,24
4:7,11 14:18	Counter	damaged 74:16	63:8
27:2,3,23	4:5,6,8,9	Damas 2:3 3:5	64:10,12,17,2
50:8 57:5,20	46:5,7,10	6:11,15,21,25	5
58:5,10,20	49:23,25	9:11 10:24	65:4,8,10,12,
66:3,17	50:9,10,17,22	11:5,12,16	14
corporation	57:6,7	12:2,6	66:19,23,24
14:19	Counterclaim	13:14,16,23	67:10
correct 15:3	4:6 46:8,12	14:7,16,25	68:12,14,16,1
18:25 21:2	49:25	15:13,16,17	8 69:25
25:1 32:23	County 1:2	16:15	70:7,19
33:6 34:25	7:13 77:3	17:4,13,15,20	71:1,8 72:8
42:20 49:23	78:3	18:25 21:17	73:16,24
51:18 53:3,9	course 10:18	22:2,9,13	74:3,5,7,22
54:9,11,13	32:2	23:9 25:9	75:1,4,7,11,1
55:18 58:7	Court 1:1,20	26:25	4,20,23
59:10,17,23	6:11 7:5,14	27:7,11,12,13	76:3,10,12,14
60:6 62:5	8:13 11:12	28:25 30:15	79:2
64:21 65:5,23	17:20	31:14,23	date 20:17
66:6 67:7	20:24,25	32:6,24 33:24	23:13 29:9
68:3 71:18	21:19,21	34:4,11,16	35:16,22
73:4	22:19,21	35:3,4,8,12,1	40:7,12 53:17
correction	32:11,13	5 36:1,18	67:13,19 79:1
67:12	37:10,14	37:1,9	80:25
correctly	41:23	38:7,15,19,22	dates 42:15
32:14 57:2	49:4,8,21	39:3,13,25	52:8
62:24	50:3 57:3	41:20,22,24	day 47:7 52:9
could 13:24	58:15 59:13	42:4,10,21	55:2 67:17
28:20 32:8,9	61:8 66:1,7	43:23 46:17	77:17 78:8,10
39:14,16	68:19,22,25	47:1,11	days 79:13
48:13 55:10	72:18,21	48:10,16,25	deals 69:18
58:9 72:14,17	73:3,9,18,22	49:12 51:10	Dear 79:7
75:8	77:5 78:7	53:24 54:14	December
counsel 2:1	79:14,19	55:1,5,9,17,2	20:6,7
14:7 17:4	create 55:11	2	24:20,24
		56:6,11,18,25	25:8,12,16
		57:2	
		58:11,13,18	



Perez, Carlos 10-27-2022

Page 7 of 27

29:11 54:17 77:17 78:10 79:1 DEERFIELD 2:9 Defendant 1:10,16 2:7 4:5,8 39:21,24 41:17 46:6,11 49:23 50:9,17,22 57:6 59:8,9 64:5 Defendant's 4:3 42:16 44:17 50:1 57:9 66:9 68:4 75:16 Defense 46:13 Defenses 4:5 46:7,11 49:24 deleting 41:12 deposit 63:14,20 64:1 deposition 1:15 6:1,17 8:1,5 9:2,5,17 10:1 11:4 12:1,13 34:10 36:23,25 37:13 54:22 55:8,15,20 61:18,21,23,2 4 62:3,5 65:11,13 73:21 74:11 76:15,16 79:8,9,10,13 depositions	14:4 DESCRIPTION 4:2 design 13:3 15:23 16:2 designer 15:3,19 16:11 18:18 designing 15:24 Deutsche 43:19 44:8 70:13 72:2 didn't 24:7 53:13,16 64:8,13 72:10 different 25:23 29:5 51:6 62:9 74:17 digitally 77:7 diligent 41:18 42:17 Direct 3:3 7:6 74:14 disclose 31:21 32:7 discussion 32:15 34:8 37:11 73:19 disrespect 70:19 disrespectful 55:20 divulge 31:15 61:7,9 63:2 document 9:9,16,25	38:13 46:5 57:19 66:13 67:9,22 documentation 9:4 63:19,22 documents 9:7,8,20,21,2 3 10:1,3,7,11,1 2,14,15,16,22 11:3,7,8,20,2 1,25 12:12,17,21,2 5 56:16 doesn't 11:7,19 39:13 58:20,21 64:12 dogs 21:6 done 55:7 61:1 don't 8:12,17 10:8,10,11,14 11:8 12:4,18 13:16 14:10 20:17 21:8,18 22:3,18 23:15,17 25:5 26:25 29:8,15 31:5 32:4 33:16 34:19 35:16,25 36:1,2,6,7,8, 12 39:11 40:1 41:8,20,21 43:4 44:5,13 46:1 52:15 54:19 55:14,17 56:6 63:9,10 67:15,21,24 70:14 71:5,16	72:7 73:1 doubt 56:22 down 49:6 54:19 66:22 71:8,9 drugs 18:6 due 40:7 42:15 46:15 duly 6:5,9 78:8 during 14:4 22:10 24:4 45:13 49:11 74:14 E earlier 34:23 ears 56:10 ease 59:13 easier 69:8 easy 11:24 educate 62:6 effect 56:7 effort 41:18 45:15 efforts 42:17 e-file 39:13 eight 54:7 either 44:8 else's 42:3 e-mailed 41:9 44:8 e-mails 33:1 41:13 45:14 employee
---	---	---	---



77:12,13 encourage 65:8,10 encumbered 70:12 72:1,5,10 end 20:18 ended 48:24 English 11:16 15:6 31:23 36:20 37:5 74:12 enter 25:23 28:23 29:6 entered 23:14 25:7,8 29:13 34:14 37:22 44:17 50:1 57:9 64:5 66:9 68:4 75:17,21 entering 23:18 48:8 entire 55:20 entitled 7:11 17:3 38:13 46:5 57:19 ERRATA 80:1 escrow 63:24,25 64:1 especially 42:2 Espinoza- Wright 1:24 77:5,22 78:5,14 79:18 Esquire 2:3,8 3:3,5 79:2,23	estate 13:10 24:11 26:3,5 45:8 69:18 every 9:9,16 44:25 everyone 18:5,15 42:3 everything 31:17 61:1 exact 35:16 exactly 10:15 11:13 12:18 25:5 29:8 53:20 65:7 67:15 Examination 3:1,3,4 7:6 74:6,14 Excuse 65:12 executed 35:17 exhibit 4:2 44:16,17 49:25 50:1 54:16 57:8,9 66:6,9 67:25 68:4 74:23 75:16 EXHIBITS 4:1 exit 66:12 EXP 78:16 expensive 47:6 expert 58:22 explain 24:23 26:8 extend 40:11 extended 40:7 extension	40:14,16,17,2 0 41:1 F fact 45:20 64:3 facts 51:11 59:24 60:17,18 64:25 failed 41:17 failing 42:17 failure 42:16 fault 61:14 62:7 63:2 February 35:22 53:3,21,23 54:2,6,17 feel 74:11 fell 24:4 few 8:5 filed 6:17 9:10,17 39:1,10,14,15 ,17 57:12 79:14 filing 4:7,10,13 50:7 57:4,19 59:7,22 60:1 66:2 68:1 financially 77:15 financing 28:8 find 51:24 74:19 fine 8:21 14:20,25	38:23 finish 8:7,23 9:13 54:24 finished 47:11 FIORELLA 2:13 6:4 firm 7:17 35:15 68:16 firms 68:10 first 6:5,8 8:6 15:13 19:22,23 23:13,19 28:3,20,22 29:6,9,13,16 34:18 37:22 47:2,16,20,21 ,25 48:17,20 51:8 53:7,10,17 54:16 65:3,17,21 74:8 75:8 five 11:18 26:21 54:7 73:13 flip 26:16 flipping 26:18 Florida 1:2,5,20,25 2:4,9 6:19 19:18 20:21 77:2,6,22 78:2,7,15 79:3,4 follow 36:24 following 37:1 80:2
--	--	--	---



follows 6:5,9	76:10 77:11	28:5 30:15	74:17
foreclosure	79:12	31:14	hand 77:17
30:8,13,23		36:11,18	78:10
34:24 61:5		37:4,8 38:12	hands 46:13
72:2,15	G	43:7 44:15,25	hard 38:18
foregoing 77:8	Gabrielle 2:8	46:4 49:22	has 6:17
forgot 27:9	3:3 7:9,24	50:6,13	14:12,18
form 9:11	34:4 79:23	55:6,9 57:4	17:7,10 19:10
10:24 11:5	gain 43:15	61:6	41:9 44:4,7
14:6 16:15	gaining 43:12	65:4,6,10,19	52:24 56:14
23:9 25:9	games 36:22	66:1,22 69:9	61:15 62:8
28:25 31:14	gave 21:9,22	70:20,22	64:13 75:15
32:18,24	79:8	74:21,22	76:17 79:13
33:24 38:7	get 8:13	75:4,7 76:14	hasn't 47:11
39:3,25 42:21	15:7,11 19:13	gone 10:13	have 8:1,18
46:17	34:21 41:14	Good 7:8,23	9:23 10:13
48:10,16	49:22 61:24	great 37:3	11:22
51:10	62:12	38:24 43:10	12:7,16,17
58:11,14,16	getting 32:23	50:13 56:25	13:7 15:22
59:2,18 63:8	33:4,8	58:2 69:17	16:2,8 17:25
64:10,11,16,1	give 6:13	70:4	18:4,14,15
9,20,22,23	8:8,11,24	ground 8:6	19:6,10,14
69:25 70:7	9:13 34:2,6	Group 2:8	22:21 23:7
forward 19:19	36:16 46:3	7:10,19,21	26:6,10,25
28:20 36:22	50:4 64:20,22	guess 32:5	27:14
65:3,13	73:13 76:1	43:1	32:14,15
forwarded	giving 6:12	guys 42:25	33:10,20
79:14	17:25 56:21	75:21	36:13 38:5
found 34:23	go 8:5 15:11	GWRIGHT@LEGALB	39:13,23 41:6
four 46:11	17:12 18:1	RAINS.COM	43:24 44:6
54:7	24:7 42:10	2:10	45:1 47:24
Friday 79:11	59:18 62:2,20		48:6 52:16,22
from 7:9 37:4	71:1 75:6,24		54:12 55:3,12
41:12,14 43:8	goes 69:5	H	56:9,16,18
52:1 53:3	going 10:4	had 8:1,4	59:12
funds 30:3	13:25	15:11 22:5,22	62:15,23
64:8,13	14:8,9,22,23	24:3 31:20,23	63:3,15,19,22
65:2,17	15:14 16:13	32:5 37:2	64:8,13,21
further 73:15	19:16,17,19	47:5,14 48:3	65:2,16 70:20
	21:18 22:9	51:12,25 54:3	73:14,24
		61:10 65:22	74:17,18



75:23 76:10 haven't 8:4 having 6:5, 8 34:4 35:25 36:6, 7 he 11:7, 19, 23 12:2, 4 14:10, 12, 18 17:7, 9, 10 19:1 23:3, 4 31:24 32:5, 8 33:3 36:2 37:1, 6, 7 40:14, 16 43:11, 13, 14, 1 5, 23, 25 45:11, 12, 13, 1 4, 16 47:11 49:1, 13 58:20, 21 61:16 63:12 64:13 65:2 67:4, 5 68:15 76:13 head 8:12 hear 27:12 56:22 heard 20:25 30:14 52:1 56:10, 16 68:12 72:11 hearing 72:22 held 34:8 37:11 73:19 Hello 38:9 help 46:21 her 15:9 20:10, 12 21:5, 7 30:5 33:15 34:21	37:7 69:14 70:10 71:24 here 7:10 36:10, 11, 14 40:6 41:17 42:6, 8, 10 54:5 56:12 59:5, 6 67:13 69:12 70:14 73:16 74:2, 4 hereby 77:6 79:20 he's 11:6, 19, 22, 25 13:17 14:20 17:11, 16 27:1, 3 32:9 36:19 37:4 58:21, 22 61:2 hesitant 17:16 HH 78:15 highlight 50:13 highlighted 59:12 highlighting 46:19 him 11:21 13:24 14:16, 20 17:6, 7, 18 21:14 27:6 30:17 31:11, 15, 20 32:7, 8 33:1, 4 34:5 35:25 36:2, 3, 7, 8 38:2, 8 43:11 49:2 56:3 58:18, 19	60:13 63:1, 3 75:7 hire 34:15 35:7, 14 37:3 44:20, 24 45:21 hired 30:19 32:19, 25 61:2 hiring 35:7 45:10 74:18 his 17:11 20:1, 5 21:11, 23 23:3, 4 32:8 36:20 45:10, 22, 24 47:11 49:6 59:9, 25 Hold 38:16 home 37:25 homeless 47:4 honest 72:21 Honestly 32:6 hoops 15:11 Horizon 53:7, 11 hour 13:1 house 24:3, 8 47:2 houses 45:7 husband's 21:7 I IBERIABANK 53:3, 5, 10 I'll 9:14 11:2 13:18	15:12, 15 22:17 29:5 42:13 44:6 58:23 60:13, 20 67:16 72:22 I'm 6:21 7:10 8:22 9:12 10:8 11:15, 17 12:8 13:3, 25 14:7, 8, 9, 13, 2 1, 23 15:10, 14 17:3, 4, 6, 24 19:8, 16, 17 21:2, 13, 18 22:1 24:20 27:8 30:15, 17 31:14, 19 32:1, 2 33:6 34:2, 4 36:9, 10, 18 37:8 38:12 39:4 40:9, 18 42:4, 6 44:15, 25 46:4 47:6, 17 49:5, 22 50:6, 13, 16, 24 51:1, 19 53:9 54:5, 24 56:13, 15 57:4, 23 59:11 61:6, 19 62:5, 10, 12, 25 63:16 65:4, 6, 10, 19 66:1, 22, 25 68:3, 18, 22, 24 , 25 69:9, 21 71:23 73:25 74:2, 4, 21, 22 75:4, 7, 15, 18 immediately
--	--	---	--



28:23 29:3 48:24 impair 18:6,10 impeachment 55:6,10,13,18 impeachments 56:7 impression 28:12,15 improper 55:6,10,12,17 56:6 64:18 incorrect 64:17,23 incorrectly 72:12 Index 3:1 4:1 5:1 70:14 individual 69:5,9 influence 18:5,9,10,11 inform 28:19 30:22 information 8:14 17:3 30:16 31:15,21 32:7 33:2 43:7 52:6 61:7 63:3 79:12 injured 46:14,16 inquired 61:2,4 insinuating 36:21 inspection	24:4 48:24 49:11,13 instant 59:7,22 instinct 58:6 64:4 instituted 70:18 instruct 13:25 14:8,9,22 36:19 61:6 instructing 11:10 intended 48:15 intending 28:1,2 interested 19:24 21:10,23 23:3,4 33:17 77:15 interior 13:3 15:2,19,22,24 16:2,10 18:17 interjections 27:21 interpret 11:13 15:9 17:17 22:13 36:15 interpretation 49:13 72:9 interpreted 31:22 32:1 68:15 Interpreter 2:12,13 6:4,6 7:16,20,22	12:14 15:7,8,12 19:8 20:24 21:13,16 22:1,8 23:21 25:14 27:8 31:18,19 32:2,4 36:14,15 37:3,6,7 39:4 40:9,13 45:23 46:18,21 49:3 51:4,19 57:24 59:11 61:9 63:16 68:23,25 69:1,21,24 71:2,5 73:24 74:1,2,4 75:18 interrupting 55:15 into 17:11,12 23:14 25:7,23 28:23 29:6,13 44:18 50:2 57:10 59:25 64:5 66:10 68:5 introduced 38:10 invest 13:4,10 16:14 17:2,7,10,12, 24 18:1,2 26:3,14,15,17 invested 26:7,9,11 investing 13:7 16:13 26:2,3 investment	69:18 Investments 1:5 4:5,8,11 7:11,12 13:5,12,21 15:21,23 17:1 26:2,12,23 27:17,22 33:23 39:10 44:7 46:6 49:23 50:9,23 53:5 57:6,21 58:10,25 65:16,22 66:4 69:12 76:7 79:4 investor 13:3 17:7,10 18:17 45:8 investors 16:24 isn't 64:7 68:11 issue 44:9 55:11 it's 7:4,13 11:16 15:25 21:3 27:10 38:18,21 39:14 41:23 42:2,5,8,21 52:13 53:8 56:5,17 58:14 61:13 62:7 63:1 64:12,25 65:1,13 68:14 70:22 75:9,11,17 itself 53:25 65:5 I've 8:23 10:3
--	--	--	--



12:5 26:9,10 40:19 48:3 56:7,10 61:13 72:21	68:13,14,18 71:23 72:8 75:1,4,12	4:5,8,11 7:11,12 13:5,12,21 15:21,23 17:1 26:2,11,23 27:2,3,17,22 33:22 39:10 44:7 46:6 49:23 50:9,22 53:5 57:6,21 58:10,25 65:16,21 66:4 69:12 76:7 79:4	let's 17:15 25:22 26:15 36:22 54:6 56:11 57:2 59:24 60:17,18,19 61:23,24 letter 79:16 letters 63:24,25 liability 1:5 13:4 79:5 lights 43:2 likely 73:14 limited 1:5 13:4 79:4 line 14:14 61:25 80:3 LINE(S 5:2 listen 55:1,9 61:19 litigation 44:10 48:9 59:8,22 little 16:7 38:19 71:3 75:9 live 20:13,15 23:23 lived 19:6,10 lives 20:11 living 13:2 LLC 1:5 4:8,11 13:8,13,22 14:13,14,17 15:21,23 17:1,11 26:2,23
J	K	L	
January 24:25 25:12,16 job 15:9 37:7 Judge 61:25 Judgment 4:9,12 50:11 57:8,13,16,22 66:5 JUDICIAL 1:1 just 6:13,16,21 7:16 8:4,5,7,12,18 ,21 9:12 11:24 15:25 16:24 17:5,16 18:1,25 19:19 22:13 26:5,25 27:4,5,11,13, 14,20,23 30:15 31:20,22 32:1,13,16,22 34:2,4,16 36:1,21 38:15,19 41:13,24 42:13,14 43:23 44:14 46:19 49:1,12 50:24 51:1,20 53:9,12 54:15 58:14 59:13 60:12 62:10,12 67:13	keep 14:5 26:15,18 Ken 6:15 35:3,7 KEN@ACDFIRM.CO M 2:5 Kenneth 2:3 3:5 66:23 79:2 kind 42:5 knew 52:4 know 8:22 11:20 18:1 20:9,10 21:7,12,18,24 22:3 29:12,22 30:5,11 33:16 35:5,24 36:2,5,8,12 38:13,18 39:11 40:1,4,18 41:8 43:4,13 44:5,13 46:1 52:15 54:20 55:24 58:21 61:19 63:10,25 66:23 69:14 70:21 71:16 72:7,13 73:1 known 50:22 69:6 knows 19:20 KP 1:5	lack 47:7 language 74:9 last 6:23 8:20 12:21 22:21 24:16 32:14 47:11 67:25 72:23 73:9 74:21 75:24 law 2:3,8 7:10,17,19,21 35:12,15 68:10,16 79:2 lawsuit 9:8,10,21 60:2 lawyer 34:17,18 learn 30:10 32:20 learned 51:15 left 47:4 legal 58:19,22 less 16:3	



27:17,22	mails 45:17	41:18	70:19
33:23 44:8	make 14:3,4	42:16,18	means 41:4
50:9,23	19:19 27:6	43:12,15	44:5
57:7,21 58:10	45:19,21	44:21	meant 66:18
59:1 65:16,22	47:25 62:10	matter 79:8	meantime 32:3
66:4 69:13	67:13 71:6	may 21:2 24:20	medications
76:8 79:4	79:10 80:2	63:3 68:2	18:6
LLC's 4:5	making 58:14	79:9,11,14	meet 21:5
39:10 46:6	60:11	Maybe 41:8	meeting 36:2,3
49:24	man 36:21	me 8:7,17,22	member 4:7,11
Loan 70:14	manner 63:14	11:25 12:18	6:19
long 12:24	manufactured	13:24	13:12,17,21,2
13:7 15:22	19:4	15:10,25	5 14:10,21
16:2 19:6,10	manufacturer	19:25 20:24	50:8 57:5,20
29:5,13 55:2	18:23,24	28:2 31:18	58:25 66:3
71:3	19:1,3,5	32:13 33:6,19	mentioned 32:6
look 75:7	many 23:7	34:2,21 35:4	messages 41:13
looking 53:2	25:23 26:6,19	37:21	met 20:12
lost 32:3,6	33:14 46:23	38:13,15,18	35:25 36:7
lot 26:14	52:16	41:5,24 42:24	Miami 1:5 2:4
36:13 69:8	March 40:8	46:3,22 47:13	4:5,8,11
lower 64:5	52:11,13,14	48:5 49:21,22	7:11,13
	Maria 1:24	50:4 53:9	13:5,13,22
	77:5,22	54:3 56:2	15:21 17:1
M	78:5,14 79:18	57:23 60:4,19	19:18 20:21
ma'am 41:22	Mario 1:9	64:20,22	26:2,12,23
Mac 42:5,6	7:10,11,12	65:12,13	27:17,22
Madam 17:20	20:1 79:5	66:24 67:16	33:23 39:10
20:24 22:19	Marion 20:3	68:3,23 69:8	44:8 46:6
31:18 32:11	30:2 33:11	71:4,7 72:19	49:24 50:9,23
49:4,21 51:4	mark 44:15	73:13 74:24	53:5 57:7,21
57:3 59:12	49:22 57:4	75:6 76:1	58:10 59:1
66:1 68:19,25	66:2	78:7	65:16,22 66:4
69:1 72:17	marked 39:21	mean 12:6	69:13 76:8
made 14:12	75:16	14:16 15:13	79:3,4
19:16,22	market 47:15	26:9 27:22	Miami-Dade 1:2
36:20 40:8,11	marketable	29:3 43:21	7:13
45:15 47:24	39:22,24 40:4	44:11	million 29:20
48:6 54:8		45:12,20	30:1 47:17,18
56:18		50:19,24 51:2	
		59:5 61:1,8	
		63:10 64:12	



54:4,13,18 65:22 74:19 mind 25:20 26:8 32:12 44:1 46:18 49:4 50:20 mine 30:18 47:23 minutes 11:18 73:13 Mirabal 1:9 7:10,12 20:5 21:10,23 22:6,23 28:19 30:5 31:1,6,13 32:18,23 33:8,20 37:25 38:5,6 60:5 63:7 70:6,18 71:20 73:6 74:16 79:5 Mirabal's 46:12 47:21 misspoke 22:8 misstate 60:17 misstatement 51:10 59:24 64:25 misstates 60:18 mistake 39:7 71:6 moment 8:21 31:11 33:19 34:2,22 36:6 46:3 47:5,14 50:4 75:3 76:2	Monday 79:11 money 17:11,25 36:13 37:2 51:12 74:18 month 47:6,9 more 14:5,15 16:3 27:21 31:6 47:17 51:17 56:23 mortgage 70:14,17 72:6,10,15 mortgages 70:12 71:15 72:1,11,16,25 most 73:14 Motion 4:9,12 50:10 57:8,13,16,22 66:5 mouth 59:25 60:8 move 15:14 28:20 36:22 38:15 47:14 65:3,13 73:12 moving 47:14 much 13:18 29:16,19,21,2 2,25 33:13 54:3 muddle 56:11 muddying 56:13 multiple 63:1 69:18 mutually 64:6,14 my 6:23 7:8	8:7,22 9:13 10:4,19 11:13,18 13:25 14:8,9,22 15:4,6,9,25 16:1 17:23 19:25 21:11,24 22:17,20 24:3 25:22 27:17 30:19 32:12,19,25 33:9 34:3,4,21,25 35:12 36:11,14,16 37:5,21 38:12 39:6 40:2,18,21 42:23 43:13 44:5,12 45:1 46:4 47:2 49:5 50:6 54:21 55:15 56:5,8,10,16 60:25 61:2,6,13,15, 21 62:3,7,19,21 63:2 64:21 65:13 67:5 70:15,18 73:14 77:9,17 78:10 79:20 N name 6:23 7:8,17 9:23 15:20 21:7 24:16 34:21 35:10 53:12,14	64:20,22 79:15 names 9:25 10:7,11 11:2,7,20 12:11,19 16:22 National 72:3 native 36:20 NATURA 2:9 necessarily 72:11 necessary 79:9 need 8:17,20,21 27:21 38:17 needed 31:2,6 33:2 67:19 needs 12:14 23:21 37:6 negotiating 59:9 60:5 63:7 negotiation 31:13 negotiations 32:17 42:19 59:17 neighbor 20:10,11 52:2 neighborhood 20:11,13,15 21:6 never 38:4 44:11 45:11,12,13,1 5,16 56:7 72:20
--	--	---	---



Perez, Carlos 10-27-2022

Page 15 of 27

next 8:16 73:5	31:10,15,20	44:12 46:4	60:16
nine 26:13,19	32:7 33:3,13	47:17 48:9	obviously
54:7	34:18	50:17	11:23 55:24
no 1:3 8:3,18	36:19,20 38:5	53:2,7,10	occur 42:14
9:3 10:8	40:18 42:6,14	57:18 74:14	53:18 69:19
13:11	43:21,22	76:4 79:9	71:18,21 73:4
16:9,12,24	44:10 45:8	number 7:14	October 1:17
18:3,8,13,16	46:14	39:13 50:16	6:2 67:18
24:13 27:20	48:3,14,22,25	52:18,25	78:9 79:8
28:10,14	49:5,9 53:20	79:11	off 34:8
30:4,6,9,25	54:12,14		37:10,11 42:4
33:13,16,21,2	55:5,9,12,16,25	<u>0</u>	43:2 49:5
5 34:22 35:25	56:2,11,13,19	oath 60:21	73:18,19
36:6,12 38:21	58:22 59:24	65:20,23 78:1	offered 33:19
40:1,5 41:22	60:13,17,18	object 21:18	office
43:20,21	61:7,9,13,18,	36:18	43:11,13,16
44:4,5,10,11	19,20 62:4,7	objected	79:11
45:5,7,18	63:2,3,4	58:14,21	Offices 2:3
47:23	64:14,23	66:17	79:2
48:5,11,25	65:1,2,4	objecting	Oh 6:25 7:2
52:10 53:12	68:16 70:22	11:17	16:20 22:1
54:14,23	71:8 72:10	objection	27:10 39:15
55:5,12 58:12	73:25	9:11,13 10:24	53:13 68:24
59:3,7	74:16,19	11:5,13	okay 6:11,21
60:1,14,15	77:11 79:9,13	13:14,23 14:3	7:4,5,8,22,23
63:9 64:2,19	notary 1:25	17:5 21:17	8:4,9,16,19,2
65:1 70:19	67:7,22	31:14	5 9:1,4,20,23
73:14 74:13	77:6,22 78:15	32:18,24 38:7	10:6 11:15
76:10 78:15	notes 73:14	39:3,25 42:21	14:16,23
79:6 80:3	77:10	47:1 48:16,25	15:5,17
none 42:15	nothing 47:15	51:10	16:1,4
nor 77:13,14	64:13	58:11,16	17:13,19,23
not 6:12,17	notice	59:18 60:7,11	19:6,21
7:1 8:11 10:8	4:7,10,13	64:10,11,16,1	20:2,9
11:11,14,17	50:7 57:4,19	9,22,23 66:19	21:1,9,16,21
13:17	66:2 68:1	70:7	22:2,13,14,15
14:1,3,4,9,21	79:8	objections	,18,24
,22 15:11	now 6:13 9:22	14:5 27:1	23:6,13,16,18
17:4,10,24	10:9 23:15,17	55:21	24:2,6,11
19:15 23:23	26:20 27:8	objective	25:3 26:6,19
25:11,15	38:12 42:7,8		
28:20 30:17			



Perez, Carlos 10-27-2022

Page 16 of 27

27:7,10	on 1:16 2:2,7	70:12,13,14	10:4,13 38:15
28:1,8,11,17,	6:12,14,15	72:1,15	54:8 56:2
19 29:9,12	7:10 8:10,14	75:3,10 76:1	own 15:4,20
32:11,16	14:5 17:12	ones	26:20,22,23
33:10,17	24:12	26:9,10,11	27:18
34:2,12 35:14	25:1,6,19,24	ongoing 31:12	45:10,22,24
36:23	26:22,24	32:17 33:10	79:10
37:9,10,14,16	27:18 31:2	only 8:22 14:6	
,22	33:22 37:14	48:3 58:20	P
38:12,21,24	38:14,16	64:7	p.m 1:18 37:15
39:12,18	39:2,10 40:7	opportunity	73:23 76:15
40:4,6,22,25	42:3,15	55:4 62:15	page 3:2 4:2
41:9,12,16	44:6,7	opposition 4:8	54:16,20
42:9	45:4,22,23,24	50:10 57:7	75:5,8,10,24,
43:4,9,14,18	46:5	Order 1:20	25 76:4 80:3
44:14	48:2,3,7,14,2	78:7	PAGE(S) 5:2
45:6,9,19	3 49:9	ordering 79:14	pandemic 16:5
46:3,10,12,25	50:6,18 51:7	original 25:20	Paragraph
47:4 48:5,13	53:25	35:21 79:13	42:13
49:3,8,16,20	54:2,5,10,17	originally	50:16,21
51:24 52:5,16	56:19 57:18	25:3 44:6	51:15,21 58:4
53:9,13,16	58:4,6 61:25	53:18	59:6 64:3
54:2,5,12,21	65:3,17,21,22	other	71:15 72:25
55:14	67:22,25	17:8,9,10	part 63:9
56:18,21	70:17 71:1	25:11,15,18	parties 1:19
57:1,18	73:13,22	26:4 47:3	77:12,13
58:4,23 59:16	74:16 75:10	48:2 58:9	partners 35:12
60:4,10,19,23	76:4,7 78:8	60:15	passion 15:25
,25 61:15,17	79:8	70:13,14	pay 64:8
62:14,22	once 37:19	73:10	paying 47:17
63:12,22,25	55:14	others	74:18
64:3	one 8:6,16	26:17,18	payoff 59:9
65:14,19,25	12:15 13:1	our 79:11	people 16:23
66:8,22	23:22 32:14	out 21:14	17:8,9
67:4,6,9,12,1	34:2,6,22	31:10 34:23	per 47:6
6,19,25	36:10	43:18 51:24	percussion
68:8,17	39:14,15,17	70:22 75:9	19:17
69:5,8,10,12,	43:24 44:24	over 8:5,6	
17 70:4,10,25	46:3 50:4		
71:4,20,23	52:17 53:8		
73:2,6,8,12,1	54:6,8 56:14		
7,18,22 74:5	59:11 61:2		
76:4,10	62:8		



Perez 1:15 3:2 4:7,10 6:1,7 7:8,13 12:11 13:2 31:24 37:18 39:9 46:4 49:16 50:7,8 57:5,20 65:16 66:3,12 67:25 70:1 74:8 75:15 76:4 78:6 79:1,7,22 perfect 38:22 74:3 75:11 performance 46:15 perhaps 53:23 period 48:24 49:11,14 person 58:9 68:11 personal 16:20 personally 15:25 phone 52:7,8,18,20 phones 52:16 phrase 25:22 pieces 71:10 PL 2:3 79:2 place 45:15 Plaintiff 1:7 2:2 4:11 6:16 39:21,22 57:21 58:6 59:8 64:4 66:4	Plaintiff's 1:15 4:6,9,12 39:22 46:7 49:25 50:10 57:7,22 66:5 playing 36:22 please 8:11,18,21 22:20 24:16 25:13,21 32:9 34:22 36:15 38:13,17 40:19 43:6,8 44:2 46:3 50:4,20 60:11,21,25 61:12,17 62:23 64:24 68:3,20 69:1 79:8 PM 79:11 point 41:15 42:13 49:17 51:6,7 54:12 56:4,22 60:14 62:19 POLK 77:3 78:3 possible 41:13 post 16:4 potential 51:17,25 pre-contract 22:10,12 23:2,6 pre-pandemic 16:4 preparation 11:3 12:1,12 pretenses 14:8	previously 38:4 42:18 59:16,21 60:4 63:6 65:2 66:16 71:17 73:3 75:16 price 51:17 64:6 prior 10:1 13:10 18:17 34:14 47:11 48:7 59:7 64:4 72:4 priors 73:10 privilege 14:6 60:15,16 61:11 privileged 61:11 problem 8:18 proceedings 77:8 process 10:14 43:12 45:13 promptly 79:16 proof 30:3 proper 54:14 properties 16:14 18:2 26:6,13,16,19 property 14:13 17:2,24 19:18,23,24 20:1,5 21:11,23 23:4,5,8 24:18 25:1,6,11,15, 18,19,24	26:22,24 27:18 28:1,3,9,24 29:7,17,23 30:7,10,12,22 31:2 33:12,15,18 35:19 37:18 38:9 41:7,10 43:19 44:9,22 45:4,5 47:3,17 48:2,3,7,8,14 ,23 49:9,17 51:16 64:9 65:23 70:4,12,16,17 71:25 72:5 74:19 property's 20:20 prove 63:15,19,23 provide 30:3 39:21,24 42:16 Public 1:25 77:6,22 78:15 purchase 23:7 28:9 35:18 41:7,10 51:17 purchasing 19:24 33:11,18 pursuant 1:19 70:11 71:13,15,24 72:23,25 78:7 put 17:15 36:21 59:25
--	---	--	---



putting 50:16 60:8	73:11,15 76:11	80:5,7,9,11,1 3,15,17,19,21 ,23	regarding 14:17 33:15 58:6 61:10
Q	quick 7:17 37:8	reasonable 41:18 42:17	regardless 49:16
question 7:17 8:7,16,23 9:13 14:24 15:9 16:1 17:17,23 18:14 21:11,14,24 22:17,20,21 25:21,22 26:8 27:9,17 29:2 30:7,23 32:10,12 34:19,21 36:15 40:10,18,19 43:19,24 44:2,5,12 48:6 49:1,5 50:20 51:19 54:19 55:4 56:3,5 58:19,23 60:14,25 61:21 62:24 63:17 64:21,23 68:20 69:1 70:4,15,21,23 72:5,19 73:5 74:21	quite 10:15,16 72:21	recall 56:19	regards 14:14 41:6,9 43:19 44:9,21 61:5
	R	record 6:12,14 8:14 14:5 19:20 27:14,20 34:9 37:10,12 42:14 44:14,18 50:2 54:15,22,23,2 4 56:3,19,24 57:10 58:13 60:9 62:1,11,16 63:12 65:5 66:10 68:5,13 73:18,20,23 77:9	related 9:21,22 10:4,14
	rather 17:12	refer 19:16,17 69:9	relative 77:11,13
	RE 79:4	referring 23:6 24:9 25:19 40:23	relevance 11:9 13:16,18,24 14:3,11
	reach 21:14 43:18	reflect 54:15,23 56:4,24 63:12 68:13	relevant 14:15,21 42:22
	reaching 31:10	reflects 44:15	remember 10:8,10,11,13 ,15,17,19,22 11:7 12:18 20:4,17 21:8 23:13,15,17 25:5 29:8,9,15,16 31:5 32:5 33:16 35:16,25 36:2,6,7 37:20 52:8 53:17 60:21 63:9 65:23 67:15,21,24 74:15
	read 12:16,17 22:20 46:19 70:23 72:18 76:13,14 79:13	refrain 41:12 43:8	remembers 11:23
	reading 49:5 71:23 76:16	regard 27:21 33:11	remind 65:20
	ready 23:23 24:2 51:7,13	refused 39:21,24	reminded 32:7
	real 13:10 24:11 26:3,5 45:8 69:18		
	really 11:8 58:21		
	realtor 19:25 20:2 28:21 37:21 38:10 40:21,22 52:1,3		
questioning 54:25	re-ask 58:23 70:20		
questions 5:1 14:14,17 15:6 21:19 36:10,11,16 37:5 60:20 62:16 64:17 72:19	reason 23:18,19 24:5 31:9 42:4 60:14 64:7 67:19		



remodel 26:18	Reporting	review	S
remotely 1:19	79:19	9:4,7,16,20	S.W 2:9
2:6,11,13	representation	10:10 56:16	said 15:2,19
78:7	s 47:24,25	73:14	19:1 26:1
rent 47:5	48:6	reviewed 9:9	31:18,23,24,2
rental 74:18	representative	10:1,17,19,23	5 32:6,22
renting	1:15 4:8,11	11:3,7,23,25	33:3,6 36:2
47:6,10	27:2,23 50:8	12:12,21	39:5 42:18
Rep 27:3	57:6,20	reviewing	43:5 45:7
repeat 11:13	58:5,10,20	12:24	49:1,13 72:13
20:23 21:19	66:3,17	Reyes 6:16,18	sale 24:12
25:13 32:8,9	request	7:1	25:6,24 41:7
49:1,2	40:7,8,11,16,	right 6:22 7:2	44:21 64:5
repeating	20 75:24	10:8 12:6	sales 35:18
25:20 32:12	requested	17:15	same 13:23
44:1 50:20	40:14,17	23:15,17	47:1 53:8
rephrase 8:17	43:14	26:20 30:2	55:16 66:19
replied	requesting	33:18 39:16	say 8:12
45:11,12,14,1	33:2 41:1	42:6,7,8 48:9	11:14,17,22
6	required 63:14	53:2 55:22	16:20 25:18
report 77:8	reserved 76:17	56:6,25 57:18	27:22
REPORTED 1:24	respect 47:7	58:19 64:21	33:7,14,17
Reporter 6:11	62:23	65:9,12 73:12	39:23 40:22
7:5 8:13	respectfully	74:3,8 75:13	45:23
11:12 17:20	15:8	room 42:5	52:11,13
20:24,25	response 46:12	67:10	53:21 68:2
21:19,21	restate 9:14	rude 55:20	69:9 70:21
22:19,21	48:5	Ruiz 20:9	72:11
32:11,13	result 46:14	21:5,9,22	saying 43:8
37:10,14	resumed 34:10	24:11 28:5,12	says 51:3
41:23	37:13 73:21	30:22 31:1	71:24
49:4,8,22	retained	32:22 33:7,11	scheduled
50:3 57:4	69:13,14	35:24 36:5,9	42:15
58:15 59:13	return 79:16	40:23,25 41:6	scope 22:9
61:8 66:1,7	reveal 43:7	48:13,22 49:9	screen 34:3
68:19,22,25	revealed 71:14	60:5 63:6	38:12,14
72:18,21	72:24	rule 8:10,20	41:20,21 42:3
73:3,9,18,22		rules 8:6	46:4,5 50:6,7
77:1,5		36:25 37:1	57:18 68:1



73:25 scroll 66:22 scrolled 54:19 search 28:8 44:20 69:19 70:5,11 71:14,25 72:24 searches 71:17 73:4 second 8:10 23:16 25:7,10,14 28:23 29:7,21 34:6 35:17 46:13 48:1,8,18 51:7 53:18 56:7 59:11 secure 41:18 42:18 see 11:8 13:16 14:10 37:21 38:9,13,18 41:20,21 42:7 46:5 50:7 54:6 57:18 59:14 67:25 70:14 76:4,5 seeing 54:5 seek 46:15 seems 15:5,10 36:14 54:5 67:12 sell 24:18 26:15,17 51:16 seller 40:17,20 41:1	42:19 43:10 45:9,21 51:16,25 sellers 40:7 seller's 46:16 52:2 selling 20:1,5 21:11,23 23:3,4 sending 33:1 sensor 43:1 sent 12:17 services 69:13,15 seven 54:7 several 68:10 shake 8:12 share 34:3 38:12 50:6 74:23 shared 41:23 46:4 she 20:4,11 21:12,14,15,2 4 22:5,22 23:1 28:16,17 31:4,6 33:1,19 41:3,5,9 52:4,5,9 54:18,19 72:10 SHEET 80:1 she's 20:10,11 short 34:8 37:11 73:19 should 56:18	75:25 show 13:24 75:1,12 showed 54:15,17 showing 42:3 73:25 75:15 sign 14:19 23:24 57:15 67:9 76:7 79:9,13,15 signature 50:14 58:2 75:24 79:9,15,20 80:25 signed 23:7 24:24 25:10,14 47:16,25 59:5 66:14 67:14,17,23 signing 76:16 simply 60:18 since 8:6,10 13:9 19:12 26:25 32:14 single 9:9,16 Sir 43:21 six 54:7 sold 26:10 47:2 48:1,7 sole 13:12,17,21,2 5 14:10,20 28:13 58:5 66:16 solely 26:3	some 9:19 16:17 17:10 26:17 34:24 41:14 53:21 62:23 someone 17:25 18:2 69:17 something 21:3 24:21,23 43:7 50:13 68:12 sorry 18:25 19:8 21:2,13 22:1 24:20 27:8 31:19 32:3 36:9 38:20 39:4 40:9 42:25 49:3 51:4,19 57:23 59:11 62:5 63:16 68:22,24,25 69:21 73:25 75:18 sort 34:24 Sounds 56:25 Spanish 2:12 31:25 36:16 55:24,25 56:8 74:10 speak 9:1 38:2 speaking 14:5 17:5 27:1 32:4 55:21 60:11 68:23 71:3 speaks 53:25 65:5 specific 46:15 75:5 specifically
--	---	--	--



11:22 12:18	29:1 41:23	support 4:12	49:8 52:3
spell 7:20	43:1,25	57:15 66:4	54:3 63:7
24:16	stipulate	supportive	67:16
spend 12:24	39:15,17	57:21	telling 43:11
37:2 74:17	53:24	supposed 25:3	60:13 71:9
spent 11:18	stop 36:22	53:18 71:21	tendered
36:13	49:21 60:11	Supreme 1:20	63:13,20 64:1
spoke 33:14,20	61:17,23,24	78:7	term 12:15
38:5,8 44:8	story 62:12	sure 10:8	terms 43:24
spoken 38:6	straight 62:13	15:11	testified
56:8	Street 19:18	25:11,15 49:5	6:5,9 11:6
stamp 67:22	20:21	58:14 62:14	38:4 59:5,16
start 34:11	24:10,12,19	67:13	61:5,16 62:8
started 16:6	25:1,7,19,24	suspend 61:24	63:6,13 65:2
33:1 73:10	26:22,24	sworn 6:5,9	70:10
starting 20:18	27:18	78:8	71:17,24 73:3
state 1:25	48:2,3,7,15,2		testify 18:7
19:23 41:17	3 49:10		60:12
46:13	strike 15:14		testifying
77:2,6,22	18:11	take 8:21 37:8	61:17
78:2,15	19:14,23	45:15 49:6	text 41:13
stated 21:9,21	23:19 26:23	56:2 79:8	texted 41:6
34:23 39:20	28:2,11 30:11	taken 1:16	than 14:15
42:18 44:4,10	45:20 72:3,4	8:1,5	51:17 52:13
58:4 59:21	structure	taking 6:17	thank 6:22
63:13	14:18	55:7 56:15	7:16,22 15:15
statement 6:13	stuff 31:25	talk 56:23	36:17 37:7,16
53:3 54:10	subject 30:12	talking 9:22	40:13 46:21
statements	71:25 72:2,15	22:10 48:17	50:3 57:24
54:2	sue 71:20 73:6	55:23	58:15 66:8
states 19:7,11	sued 70:5	56:1,2,14	69:24 71:5,11
40:6 42:14	suit 34:14	tea 34:5	74:4
50:16,17	70:18	telephone	that 6:14,16
51:15,21 59:6	Suite 2:4 79:3	52:25	7:20
69:12	Summary 4:9,12	tell 11:25	8:7,11,13,21,
stating 6:16	50:10	22:5,22 23:1	22,23 9:12
24:8 45:16	57:8,13,16,22	28:5	10:1,3,4,13
still 22:10	66:5	31:1,4,6,15	11:6,14,17,25
		40:25 48:22	12:2,12 13:7



14:2,3,13,14	49:9,12,16,17	54:14 61:11	17:2 54:10,11
15:2,8,13,14,19	50:14,17,19,22,24	62:24 66:24.	68:10
16:1,8,23,25	51:1,15,16,18	their 12:19	they're 16:24
17:3,15,17,20	,20,24 52:15	79:11	thing 23:22
18:6,10,11	53:17,24	them 11:23	41:25 62:8,9
19:4,14,19,22,23,24,25	54:8,15,16,17	15:10	things 31:25
20:5,13,15,23	56:20	26:15,16	62:1
21:9,10,12,17,22,25	57:12,15	41:14	think 12:2,4
22:5,13,22	58:4,5,7,9	then 8:20 17:3	14:2 16:6
23:3,4,19	59:6,7,8,10,14,16,21	36:12 37:3	17:16,20
24:4,5	60:4,5,21	43:23 49:2	22:8,18 23:11
25:7,13	61:2,5,10,16	51:8 52:5	32:15 41:25
26:9,10,23	62:2,4,8	60:13,17	47:7 70:20
27:21	63:3,7,9,13,15,19,23	62:2,9 72:8	75:25
28:2,5,11,12,16,17,19	64:4,7	73:14 75:23	thirty 79:13
29:13	65:2,20,23	there 10:15	this 6:18
30:7,10,11,12,22	66:18 68:3,14	31:12 32:17	9:2,5,10,17
31:1,4,9,11,12,17,20	69:12	33:22 34:24	10:1,4,14
32:1,7,17,20,22,25	70:11,16	47:15 54:6,18	11:2,3
33:3,7,19,22	71:13,14,17	56:16	12:12,22 14:6
34:23,24	72:3,4,5,7,15,17,20,24,25	58:9,14,25	16:20 18:4,14
35:2,10	73:4 74:20	64:4 67:12,19	19:17 20:19
37:2,3,6,7,22	75:17	70:16 71:14	23:7 25:7
38:4,10	77:7,9,11	72:14,16,18,25 75:5	26:21 28:13
39:1,9,14,15,20,23	78:6 79:8,9	thereafter	32:3 33:12,15
40:6,17,19	that's 6:18	54:18	34:14
41:1,12,17,25	7:2 9:9,16	there's 13:18	36:6,13,23
42:4,19	12:4,8	27:20 34:22	37:3 39:1,9
43:1,5,7,8,10,11,14,22	14:19,21,25	42:25 43:6	40:14
44:4,7,11	16:20	60:14,15	41:3,7,10
45:9,20,21	17:3,11,16,25	Thereupon 6:3	44:9,21,22
46:14,21	20:12 23:5	34:8 37:11	47:7 51:3,6
47:3,4,7,14	26:14 27:7	44:17 50:1	52:3,6
48:1,5,6,9,13,14,22	32:19 33:3	57:9 66:9	54:12,21
	35:4 36:17	68:4 73:19	55:2,20
	38:23	these 26:16	56:4,22 57:13
	39:6,15,17	36:22 42:1,15	58:2 60:14
	40:18 43:5,7	they 10:3	61:9,18,20,21
	44:12 48:25	12:17 16:25	62:12,19
			66:6,13
			67:9,13,17,22



68:2,11 69:5,9 70:4,16,17 71:2,13,15,25 72:23 73:1 74:11 75:21 77:17 78:10 79:16 those 9:23,25 10:6,7,11 12:24 14:8 23:1 26:19 41:13 46:25 73:9 though 30:16 three 54:6 72:19 73:9 three-minute 37:8 through 15:11,23 24:4,7 28:21 52:1 Ticktin 2:8 7:9,19 T-I-C-K-T-I-N 7:21 till 48:7 time 12:7,21 16:21 22:10 24:5 26:21 31:2,7 42:22,25 43:15 44:25 53:21 56:3,5 59:7 61:21 62:19,21 65:21 79:9 timely 63:14,20	times 33:14 50:17 56:23 63:1 title 17:1 39:22,24 40:4 41:19 42:17,18 43:12,15 44:20,21 45:2,10,22,23 69:11,18,19 70:5,11 71:14,17,25 72:24 73:4 T-Mobile 52:21,22 today 9:2,5,18 10:2 11:4 12:1,13,23 27:1 today's 65:11 told 11:19 19:25 28:17 31:18 32:22 33:7 42:23 60:4,5 63:3 tongue 36:20 took 37:21 79:10 top 75:12 totaling 54:8 toward 20:18 24:24 track 32:3 transaction 28:13 39:23 50:18,24 51:2,3 72:1 74:16	transcribe 77:8 transcript 77:9 79:23 translate 61:9 translated 21:20 translation 36:1 tried 32:8 true 64:7 71:13 72:3,23 77:9 truly 79:17 Trust 72:3 truthfully 18:7 60:22 try 32:5 56:11 trying 17:5 55:11 62:10,12 68:18 70:21,22 two 16:3 23:11 25:25 48:4 54:6 70:12 71:15 72:1,11,13,16 ,19,25 type 41:3 Typically 69:17 U Uh-huh 8:12 41:22 Um-hum 8:12	unable 51:8 unclean 46:13 under 11:19 14:8,19 17:1 18:4,5,9,10,1 1 26:2,11 28:12 30:11,23 48:11 60:21 65:20,23 69:16 undergoing 30:8 underneath 56:15 undersigned 78:5 understand 8:17 15:6,10 16:25 27:5,15,24 34:19 36:14,25 51:1 53:16 54:22 55:25 62:4 66:13,18,25 71:4 72:14,17 understanding 37:5 understood 8:15 35:14 68:15 unease 36:21 United 19:6,10 Universal 79:19 unless 13:24 14:6 72:11 unnecessary
--	--	--	---



55:21,23 up 17:21 50:16 Uribe 24:15,17 U-R-I-B-E 24:17 us 15:7 34:6 38:10 79:16 use 41:18,24 42:17 52:20 used 20:14 52:22 53:10 using 13:4,7 14:13 28:2,6 utilizes 53:5	wanted 27:4,11,13,14 45:21 WARGER 2:13 6:4 wasn't 16:1 21:17 32:23 33:8 water 34:5 waters 56:11,13 way 25:23 29:5 68:14 72:18 ways 46:23,25 74:17 we 6:11 7:5 9:22 15:6,11 22:10 23:6,24 24:24 27:23 38:8 39:14,15,16,1 7 41:20 42:7,10 47:16 48:17 51:12 55:1 69:16 73:12 week 33:14 We'll 73:16 went 38:9 43:2,13,15 were 6:12 10:15 12:17,21 19:3,16,22 23:2,6 28:5 31:12 32:16 33:17 42:19 49:17 51:7 54:8 59:17 66:13,16	69:16 70:15,16 73:9 74:14,15 we're 6:14 8:6,10 27:23 34:12 41:14 48:9 53:2 55:5,9,12 73:22 76:14 Were 28:1,2,11,12 30:7 43:10 45:9 72:4 We're 37:14 weren't 24:2 West 19:17 20:21 24:10,12,18 we've 11:18 36:13 37:2 61:10 what 7:17 9:7,22,25 10:6,14,22 11:2,21 12:11,19 13:2,15 16:22 18:22 20:7,15,20,25 23:1,5,16,18, 19 24:8 26:16 28:15 29:3,9 31:9,23 32:5 35:2,10 39:23 40:4,8,9,11 41:3 44:5 45:12 46:19,25 47:9 49:1 50:19,24 51:1,6,20 52:5,8,20	54:20,24 56:4 58:16 61:5,19 63:12,22 66:18 67:13,17 69:22 70:21 71:9,23 75:15 whatever 53:25 what's 15:20 52:18 64:11,16,19,2 0 74:8 when 6:12 12:21 19:13,16,22,2 3,25 20:4,15 21:18 24:18 25:3,18 27:21 31:4 32:6,19,20 33:3 34:14 35:14 37:20,21 38:8 40:22 43:15 47:16 48:22 49:8 51:7,8 55:24 62:16 63:25 67:9 69:14,16,19 whenever 34:11 where 18:20 20:12 64:4 whether 13:17 14:10,17,20 17:6 58:18,19 64:14 76:13 which 9:20 10:15 34:17 47:5,6 55:11 72:1 79:13
V vehicles 26:4 verbally 8:11 via 2:6,11,13 79:23 visit 37:18 vs 1:8 7:11,12 79:5			
W waive 76:13 79:9,15,20 Walking 21:6 want 6:13 8:5 14:17 18:1 19:19 24:23 26:1,25 27:5 32:5,16 34:11 43:4 58:13 61:22 67:13 68:13 70:23 71:5 75:5,12 76:12			



while 37:5	79:13	,23	,16 29:1,4
who 6:16 16:19	witness 3:2	17:2,8,9,23	30:17,21
20:2 24:14	6:8,10 7:23	18:18,20 19:4	31:17,19,24
36:9 40:16,19	10:25 12:16	worked 19:1,5	32:4,11,21
52:1 56:14	14:9 16:17	28:16	33:5
66:23 67:4	19:20 21:2	working 15:22	34:1,7,13,18,
68:8,20	22:3,15	16:25 18:1	20 35:5,6,13
69:2,10,17	23:11,23	42:4	36:4,24
79:10	25:10 29:3	world 12:7	37:2,16,17
why 7:2 12:4,8	30:19	would 11:12,24	38:11,17,21,2
15:11 17:16	32:19,25	17:21 18:6,10	4,25
24:2 31:6	33:25 34:19	25:20 26:8	39:6,8,18,19
44:24 51:3	36:3 38:8	33:14,17	40:3,11,15
67:19	40:1,14 42:23	36:24 37:3	41:21
will 14:4	44:1 46:1,23	41:25 44:1	42:2,9,11,12,
15:16 22:19	47:2,13	46:14,16,18,2	25 43:3,25
56:23 57:3	48:11,17	1 50:20	44:3,14,19
60:12 63:4,12	49:11	52:11,13	45:25
73:14 74:23	51:12,22	53:21 55:1,15	46:2,20,24
willing	54:16 57:25	61:7 71:8,9	47:8,19
50:18,23 51:2	58:12	wouldn't 49:17	48:12,19
wish 79:15	59:3,14,19	Wow 47:9	49:4,15,21
80:2	60:1,12,23	Wright 2:8 3:3	50:4,5
with 7:14 10:4	63:9 66:20	6:20,23	51:4,5,14,20,
16:8,10,13,19	67:2 68:6	7:1,4,7,9,16,	23 54:1,15,21
,23	69:3 70:2,8	19,21,25	55:3,7,14,19,
17:1,2,4,7,8,	73:17 75:19	9:12,15	23 56:9,13,21
9 22:6,23	76:17 77:17	11:1,10,15,21	57:1,3,11,23
26:16 28:3,20	78:10	12:4,8,10,20	58:1,16,23,24
32:16,17	Witness's 60:8	13:15,18,20	59:4,12,15,20
33:4,10 36:23	Wonderful 9:1	14:2,12,23	60:3,10,19,24
38:5,8	15:5 42:11	15:1,15,18	61:13,17,20
39:21,22 41:6	66:8	16:16,18	62:1,7,12,15,
42:16 51:18	wondering	17:9,14,19,22	19,21,23
53:10 55:7,20	50:24	19:2,9 20:23	63:1,5,11,18
56:10 59:9,17	won't 8:13	21:1,4,15	64:11,16,19
60:5 61:4	word 43:24	22:4,12,14,16	65:1,4,7,9,12
63:7 64:14,20	59:25	,19,24,25	,15
67:10 77:14	words 60:8	23:10,12 24:1	66:1,8,11,21,
79:14	work	25:13,17	25 67:3
within 49:13	16:8,10,13,19	27:5,10,12,15	68:7,12,17,19
			,24 69:4,23
			70:1,3,9,19,2
			5



Perez, Carlos 10-27-2022

Page 26 of 27

71:3,4,7,11,1 2 72:13 73:2,8,12 74:22,23,25 75:3,5,9,24 76:1,12 79:23 W-R-I-G-H-T 6:24 wrong 33:6 53:9 64:20 68:2,3 wrote 50:22 Y yeah 16:6 17:14 21:15 25:22 30:17 34:7 36:3 38:9,19,21,22 39:16 42:2 43:25 44:4 46:20 48:5 50:21 68:14 72:22 74:25 75:3,11 76:1,14 year 20:7,19 years 16:3 20:16 42:1 yes 6:6,10,15,20 9:6,19,24 10:21,25 11:22 13:6 15:4 16:17,22 18:19 20:8 22:7,23 23:3 24:17 25:2 27:19,25 28:4,7,18 29:18,24	30:14,19 31:3,8,19,24 32:2,3,13,25 33:9,19 35:1,9 38:1,3,8 40:1,24 41:2,11 42:23 43:17 44:23 45:25 46:9 48:21 49:19 50:12,15 51:22 52:12,23 53:1,4,7,15,2 2 54:10 56:9 57:14,17,25 58:3,8 59:14 62:7 63:21 65:18,24 66:7,15,20 67:2,8,11 68:6 69:7 71:19 73:5 74:2,4,17 75:19,22 76:6,9 yet 19:15 you 6:12,13,18,22 7:16,20,22 8:1,4,7,8,11, 17,20,21 9:1,4,7,9,13, 16,20 10:1,10,11,17 ,19,22 11:3,10,13,15 ,19 12:21,24 13:2,4,7,10,1 2,21,24 14:3,4,16,17, 20	15:2,5,8,9,10 ,11,15,16,19, 22 16:1,2,8,10,1 3,16,19,22,23 17:1,2,6,17,2 3,25 18:4,5,9,10,1 1,15,18,20,22 19:3,4,6,10,1 3,14,16,22,23 ,24 20:4,9,13,15, 23 21:5,7,9,10,2 1,22 22:5,17,19,22 23:1,7,10,13 24:2,9,16,18 25:7,13,18,19 ,20,23 26:1,3,6,8,14 ,15,16,20,22 27:12,22 28:1,2,5,8,11 ,12,17,19,20, 23 29:1,3,6,9,12 ,16,21,22 30:2,5,7,10,1 1,18,22 31:1,4,6,12,1 8,25 32:9,12,16,22 33:6,7,10,14, 17,20 34:5,11,14,18 ,21,22,23 35:2,7,14,17, 24 36:5,7,14,16, 17,19,20,21 37:8,16,18,20 ,22	38:2,4,5,13,1 9,22 39:4,23 40:1,4,13,19, 22,25 41:3,6,9,12,1 7,21,25 42:13,18,19 43:10,14,18,2 2 44:1,4,6,7,10 ,11,20,24 45:6,9,12,16, 19,21,23 46:5,13,14,16 ,18,19,21 47:9,24,25 48:6,7,13,14, 15,22 49:1,4,5,6,8, 9,17 50:3,7,19,20, 21,24 51:1,7,8,15,1 8,24 52:3,6,8,9,11 ,13,16,20,22 53:9,10,13,17 ,21 54:3,12,22,23 55:3,4,11,15, 16,19,24,25 56:2,4,9,18,2 1,22 57:12,15,18,2 4 58:4,15 59:5,16,21,22 60:4,5,10,11, 21 61:5,19,22 62:2,6,16 63:3,6,7,13,1 5,19,20,22,25 64:1,3,8,21 65:10,20 66:8,12,13,16
--	--	--	--



,18,23	58:2 59:13,21		
67:9,10,14,16	60:20		
,23,25	61:4,18,20,21		
68:20,22	62:8 63:2		
69:1,12,14,24	65:1,5		
70:1,5,15,17,	66:17,25 67:6		
23	68:1 70:16,20		
71:5,9,11,17,	74:8,14 76:13		
20	79:8,9,10,13,		
72:3,4,13,18	15		
73:3,6,10,13	you're 8:23		
74:4,11,14,15	14:2 15:2,19		
,23	18:1 24:8		
75:5,8,15,17,	27:22 36:10		
21,23	43:21 55:10		
76:4,5,7,12	56:14		
79:8,9,11,13,	58:18,19		
15	60:12 62:4		
you'll 55:3	64:17 65:23		
62:15	70:20,21,22		
your 7:17	yours 47:22		
8:1,4,11,12	79:17		
11:10,24	yourself 43:6		
15:7,20 18:6	you've 11:17		
19:13,14 20:2	12:12 26:11		
21:13	38:4 43:5		
24:8,11,18	46:10,11 48:1		
25:1,19,24	60:7 69:14		
28:13,15 32:9			
34:15,23,25			
36:16,24			
38:14			
39:1,2,9	Z		
40:22 41:14	ZIP 20:23		
43:6,11,16,18	zoom 2:6,11,13		
46:5 48:2,23	8:6,10 38:17		
49:9 50:6,14	46:4 57:23		
52:18,20,24	67:16 75:8,9		
54:2,25	Zoon 42:1		
55:11,21,23,2			
4			
56:1,2,5,14,1			
5,23 57:12,18			



EXHIBIT 2

10/6/24, 2:30 AM

mario mirabel <solphax@gmail.com>
to Gabrielle

Nov 17, 2022, 4:32 PM



Helo Gabrielle,

Sent you This monday perhaps it was lost in the thread as I did not get a response. I sent you a text last Friday and one yesterday did not hear from you. I have many things I want to go over with you. Please do let me know when I can come to see you in person.

On Mon, Nov 14, 2022, 3:26 AM mario mirabel <solphax@gmail.com> wrote:

Morning Gabrielle,

Here are those two points we discussed during kp deposition. let me know when we can talk.

Carlos stated his deposition he had not met, spoken with, or communicated. With Alfonso.

The invitation to Versailles restaurant was used to threaten me with legal action. As you will note it is quite clear in my whats app communication with Alfonso.

2/3/22, 9:04 PM - Alfonso: Did you eating yet ? Versailles ?

2/3/22, 9:06 PM - Solphax: I ate . but it would be very nice to join if you are hungry . I have a cafe.

2/3/22, 9:06 PM - Alfonso: Pick you up in 10 min !

2/3/22, 9:07 PM - Solphax: K

2/4/22, 1:09 PM - Alfonso: Good afternoon my brother ! I have a correction to make ! I was wrong when I said that Marion text the personal text you send about our relationship to Carlos ! She did not ! Also, I left my comforter zone and got involved in Marion's business for the first time & asked her to call Carlos so I can give him your message. that " the house is his & all he has to do is have patience, call the dogs-off "lawyer" & in 20 days he should have his house ! I told him you will not talk or call his attorney until you have your payoff and then you will have your title company lawyer call his lawyer! Enjoy your day ! Dale

2/4/22, 9:13 PM - Solphax: Long day here. Thx bro. Im encouraged. si nos ajustamos a la orden de el dia sin dudas hay triunfo.

3/2/22, 8:11 PM - You blocked this contact. Tap to unblock.

3/2/22, 8:21 PM - You unblocked this contact.

3/5/22, 4:21 AM - You blocked this contact. Tap to unblock.

3/22/22, 9:11 PM - You unblocked this contact.

3/22/22, 9:13 PM - Solphax: You came to my house unannounced. Our relationship has Come to an end please do not. Contact me or come to my space in the future. Pls dont Awnser as you will find you are block on all channels.

3/22/22, 9:13 PM - You blocked this contact. Tap to unblock.

EXHIBIT 3

**Value Adjustment Board
Real Estate Online Property Record Cards**

Folio 02-3222-016-0290

[Back to Search](#)

** Note: values are subject to change due to tax roll corrections **

PROPERTY RECORD CARD

FOLIO 02 3222 016 0290 PROP ADDR 725 W 49 ST

PROPERTY RECORD CARD

Generated Date:

2021 Current

OFFICE OF THE PROPERTY APPRAISER

Roll Year: 2021

DOR CODE: 0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT

STATUS: ACTIVE

EFLG:

** Note: values are subject to change due to tax roll corrections **

CURRENT OWNER AND MAILING:

LEGAL DESCRIPTION:

ACCOUNT FLAGS:

CARLOS MARIO PEREZ

LAKE VIEW HEIGHTS SUB PB 27-5

0 CAT TYPE DESCRIPTION

V

LOT 14

BLK 26

725 W 49 ST

LOT SIZE 50.000 X 129

MIAMI BEACH FL 33140

OR 20213-0806 02 2002 1

COC 22785-0671 10 2004 1

EXHIBIT 4

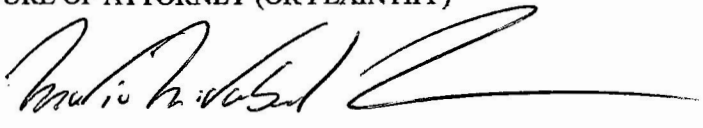
Property History for 725 West 49th Street

Date	Event & Source	Price	Appreciation
May 31, 2022	Cancelled MiamiRE #A11214474		—
May 31, 2022	Listed (Active) MiamiRE #A11214474	\$32,500	—
Feb 4, 2022	Sold MiamiRE #A11130602	\$2,800,000	—
Jan 28, 2022	Sold (Public Record) Public Record #1484611159	\$2,800,000	+21.3% / yr
Jan 6, 2022	Pending MiamiRE #A11130602		—
Jan 6, 2022	Backup Contract MiamiRE #A11130602		—
Nov 30, 2021	Cancelled MiamiRE #A11067251		—
Nov 30, 2021	Listed (Active) MiamiRE #A11130602	\$2,999,999	—
Jul 6, 2021	Listed (Active) MiamiRE #A11067251	\$3,299,000	—

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Mario Mirabal	DEFENDANTS kp Investments Miami LLC OK	
ATTORNEYS (Firm Name, Address, and Telephone No.) PRO SE	ATTORNEYS (If Known) Kenneth Damas	
FILED-USBC, FLS-MIA '24 OCT 25 AM 10:16		
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☒ Creditor ☐ Other ☐ Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Declaratory judgment, determine validity, Injunctive relief and other relief 11 U.S.C. SS 105 / 28 U.S.C. SS 157 AND 1334 / 28 U.S.C. SS 1409		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property ☐ 11-Recovery of money/property - §542 turnover of property ☐ 12-Recovery of money/property - §547 preference ☐ 13-Recovery of money/property - §548 fraudulent transfer ☐ 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien ☒ 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge ☐ 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation ☐ 51-Revocation of confirmation FRBP 7001(6) – Dischargeability ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) ☐ 61-Dischargeability - §523(a)(5), domestic support ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury ☐ 63-Dischargeability - §523(a)(8), student loan ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) ☐ 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief ☒ 71-Injunctive relief – imposition of stay ☐ 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest ☐ 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment ☒ 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action ☐ 01-Determination of removed claim or cause Other ☐ SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
☒ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23	
☐ Check if a jury trial is demanded in complaint	Demand \$ 0	
Other Relief Sought		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Mario Mirabal		BANKRUPTCY CASE NO. 23-20131-clc
DISTRICT IN WHICH CASE IS PENDING SOUTHERN DISTRICT OF FLORIDA		DIVISION OFFICE MIAMI DIVISION
		NAME OF JUDGE CORALI LOPEZ-CASTRO
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF MARIO MIRABAL	DEFENDANT DEUTSCHE BANK NARIONAL TRUST CO.	ADVERSARY PROCEEDING NO. 24-01418
DISTRICT IN WHICH ADVERSARY IS PENDING SOUTHERN DISTRICT OF FLORIDA		DIVISION OFFICE MIAMI DIVISION
		NAME OF JUDGE CORALI LOPEZ-CASTRO
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE OCTOBER 25, 20024		PRINT NAME OF ATTORNEY (OR PLAINTIFF) MARIO MIRABAL